

*This document is the in good faith English translation of the Statute of the Energy@home Association. It does not substitute the original document, in Italian, that was registered when the deed of constitution was drawn up and which will be legally binding on all Associates.*

## STATUTE

### ENERGY@HOME ASSOCIATION

#### ARTICLE 1 - DENOMINATION AND REGISTERED OFFICE

1. The Association, recognised in law and named "Energy@home"

(hereinafter "Association"), with registered office and operational headquarters in Rome, Corso di Italia 41, is constituted.

2. The Association conducts its activity throughout the territory of the State of Italy, as well as outside it, and has a lifetime of 20 (twenty) years from its constitution.

#### ARTICLE 2 - PURPOSE

1. The Association, excluding all financial aims, has the purpose of:

a. Promoting, developing and distributing at every level, technologies and services for energy efficiency within the domestic environment, for a more advantageous and economic use of electrical household appliances by means of new telecommunications technologies, for energy saving and for the active participation of consumers in managing their own consumption and their own household

appliances. The Association therefore aims to promote to the society a new and more functional approach to the management, including remotely, of household equipment, in a vision focusing on the improved use of energy systems;

b. Defining and managing a set of solutions, inherent to the aims mentioned in section a. above, in the form of technical specifications open to the use of any party;

c. Organising, financing and participating in meetings, exhibitions or events finalised for the presentation and promotion of what is provided for in sections a. and b. above;

d. Providing its own members with a forum for discussing, studying and proposing technical solutions, as well as for collecting and processing notices and statistical data relating to what is provided for in sections a. and b. above;

e. Representing its own members - in respect of the activities pertinent to the Association - in contact with the Authorities and with third parties, protecting their general interests and promoting their technical and economic development;

- f. Contributing, with the aid of representatives of their own Associates, to the work of committees, companies and bodies , also at international level;
  - g. Participating in international initiatives for the promotion and coordination of the activities mentioned in sections a. and b. above and in training in the use of the results of the Association;
  - h. Proposing and financing the research activities, consistent with the purpose of the Association;
  - i. Promoting and pursuing direct or indirect actions finalised for the achievement of the above-mentioned objectives;
  - j. Promoting agreements, initiatives of collaborations with other public or private companies in matters of common interest.
2. The Association will, within the limits of the law, be able to carry out any deed, initiative or activity which is instrumental to achieving the above-mentioned purposes, excluding for the Association , the exclusive or principal exercise of commercial activities.
3. For the pursuit of their own ends, and subject to the provisions of article 3 sub-section 1, the Association is open to the

membership of all and is intended to be a source of benefit to any interested party.

### **ARTICLE 3 - ASSOCIATES**

1. Those who may join are the parties and the public or private companies, even if not recognized in law, who conduct or may conduct activities within the scope of the purpose of the Association mentioned in Article 2 above.

2. The Associates ("Associates") are differentiated into founder Associates, ordinary Associates, and aggregate Associates.

3. Founder Associates ("Founder Associates") are those that have brought the Association into being by signing the constitution.

4. Ordinary Associates ("Ordinary Associates") are those who will be associates and titled such on the basis of an application accepted by the Board of Directors.

5. Aggregate Associates ("Aggregate Associates") are those who will be associates and titled such on the basis of an application accepted by the Board of Directors. Aggregate Associates may participate in all the activities of the Association, including the possibility of freely accessing all information, but do not have voting rights.

6. The Affiliates of an Associate may participate in all the activities of the Association, but do not have the right to vote.

Affiliates ("Affiliates") is used to mean:

- (i) a controlled company (within the meaning of article 2359 of the Italian Civil Code) of an Associate, or
- (ii) a company of which an Associate is a controlled company, or
- (iii) a controlled company of a company mentioned in section (ii) above.

7. The number of Ordinary Associates and Aggregate Associates is unlimited.

8. The Board of Directors has the capacity to reject an application for Association only in the case wherein the applicant may, on the basis of objective and publicly available information, seriously damage the reputation of the Association.

#### **ARTICLE 4 - ASSOCIATES' OBLIGATIONS**

1. The Associates undertake to participate to the activities of the Association, within the sphere of the bodies in which they are called to work, and making their professional, cultural and creative contribution for achieving the Association's objectives.

2. The Associates must take part in the association activities by acting in a spirit of sincere collaboration in their common interest, and with due confidentiality as envisaged in article 5 of the present Statute.

3. Excepting in all cases the duties of the Associates for sincere collaboration, good faith, and confidentiality provided for by the present Statute, and in particular that provided for in Article 7.4 below, it remains understood that each Associate may at any time develop, conceive and test technologies analogous to those which are the subject of the activities of the Association, both individually and in association with other bodies.

#### **ARTICLE 5 - CONFIDENTIALITY**

1. The Associates will be held to specific obligations of confidentiality, the duty of which is contained in the Association Regulations, which will be binding on all Associates.

#### **ARTICLE 6 - DURATION AND RENEWAL OF MEMBERSHIP**

Membership of the Association is for 1 (one) year and is intended to be tacitly renewed from year to year.

#### **ARTICLE 7 - EXCLUSION, OR LOSS OF ASSOCIATESHIP**

1. Associateship is lost:

a. Due to dissolution or some other cause of extinction of the member company;

b. Due to death or retirement of the Associate;

c. Due to exclusion, within the meaning of subsections 3 and 4 below.

2. The Associate intending to retire from the Association must communicate the fact in a relevant letter sent to the director by registered post. The retirement will in all cases take effect from the day following the date of receipt of the registered letter. The association fees due for the current business year must however be paid. The retiring Associate does not have a right to reimbursement of the residual fee.

3. If the Associate has not provided payment of the association fees within the first semester of the business year to which the fee relates, the Board of Directors may deliberate exclusion of the Associate. Such deliberation determines the loss of the Associateship.

4. If the Associate acts in obvious bad faith against the rules of the Statute or with an aim adverse to the purposes of the Association, the Board of Directors may deliberate exclusion of the

Associate. Such deliberation determines the loss of the Associateship.

## **ARTICLE 8 - ORGANS OF THE ASSOCIATION**

1. The following are organs of the Association:

- a. The Associates' Meeting;
- b. The Board of Directors;
- c. The Honorary President;
- d. The Chairman;
- e. The Secretary-General;
- f. The Working Groups;
- g. The Standardisation Committee.

2. In consideration of the non-lucrative spirit of the association, it has been established that the individuals legitimately elected to the Association responsibilities provided for by the present Article 8 will not have a right to receive any other form of remuneration.

## **ARTICLE 9 - ASSOCIATES' MEETING**

1. The Associates' Meeting (hereinafter the "Meeting") has general deliberative powers, with the exception of matters devolved by the



present Statute or by law to the exclusive competence of other organs or parties.

2. The Founding Associates and the Ordinary Associates (hereinafter the "voting Associates" ) each designate one representative who participates in the Meeting. The same person may not represent more than one Associate in the Meeting. Each voting Associate has the right to 1 (one) vote.

3. The Meeting is convened to ordinary or extraordinary sessions.

4. The convocation of the Meeting, in ordinary or extraordinary session, is carried out by the Chairman directly or at the request of at least one tenth of the voting Associates, or at the request of the majority of the members of the Board of Directors.

5. In the case of convocation at the request of the voting Associates, or at the request of the Board of Directors, as provided for in sub-section 4 above, such a request must contain an indication of the arguments to be dealt with and, in the case of modifications of the deed of constitution, or of the Statute, must also contain the text of the proposed modifications. This must be sent by reply paid registered post to the Chairman, who will provide up to 15 (fifteen) working days before the meeting.

6. The Meeting is convened by means of a notice sent to the Associates by e-mail or by fax at least 7 ( seven) working days prior to the assembly. The notice of convocation will contain an indication of the venue and of the date of the assembly, as well as a list of the matters on the agenda. If provided for from time to time in the notice of convocation, the Meeting may also take place in more than one location, connected by means of audio and/or video links under the following conditions, which must be acknowledged in relevant communications:

- that the Chairman and - if nominated - the Secretary of the Meeting or the clerk, who will draft and sign the communication, are present in the same location;
- that the Chairman of the Meeting is allowed to ascertain the identity and legitimacy of those present, to control the progress of the Meeting, and to determine and announce that results of the voting;
- that the party speaking is permitted to adequately perceive the events of the Meeting that are under discussion;
- that those present have been allowed to participate in the discussion and in the simultaneous voting on the matters on the agenda, as well as view, receive and transmit documents;

- that the notice of convocation indicates venues with audio and/or video links looked after by the Association, to which those present will be able to go, owing it to themselves to consider the Meeting as being held in the place where the person presiding over it is present.

7. The ordinary Meeting:

a. approves the annual and forecast financial reports (balance sheet);

b. Every 2 (two) business years, elects - with the sole votes of the ordinary associates, expressed on the basis of the list of candidates presented within the meaning of article 10.1 below - 3 (three) members of the Board of Directors;

c. Deliberates on the activities of the Association that are not reserved for the exclusive competence of other organs, or have not been made subject thereof by the Board of Directors, here including the possible modifications of the Association Regulations mentioned in article 15 below of the present Statute.

8. The ordinary Assembly meets at least once a year to approve the annual and forecast financial reports.

9. The ordinary Assembly in an initial convocation is validly constituted by the presence, including by proxy, of at least half the voting Associates. In a second convocation it is validly constituted, whatever the number of those present. In both cases, the ordinary Meeting deliberates with the favourable vote of the majority of those present. For the hypothetical election of three members of the Board of Directors (as mentioned in sub-section 7 b) above), the Meeting will be validly constituted, in an initial convocation, with the presence of the majority of the Ordinary Associates alone, whereas in a second convocation it will be understood to be validly constituted whatever the number of Ordinary Associates present.

10. The deliberations must be accepted on an open vote.

11. The extraordinary Meeting deliberates on changes to the Deed of constitution and Statute, including the transformation, dissolution and liquidation of the Association, as well as on the appointment and powers of the liquidators.

12. The extraordinary Meeting in a first convocation is validly constituted with the presence of at least two thirds of the voting Associates, including by proxy. In a second convocation, it is validly constituted with the presence of at least one half plus one

of the voting Associates. In both cases, the extraordinary Meeting deliberates with favourable vote of the majority of Associates present, except as provided for in sub-section 13.

13. Deliberation of the dissolution of the Association and the devolution of the patrimony in all cases requires the favourable vote of at least three quarters of the voting Associates plus compliance with the measures mentioned in Article 18 below.

### **ARTICLE 10 - BOARD OF DIRECTORS**

1. The Board of Directors is made up of representatives of the founder Associates, as specified in greater detail in sub-section 9 below, plus 3 (three) members - except as provided for in sub-section 4 below - elected from the Assembly every two business years with the sole votes of the Ordinary Associates on the basis of the list of candidates presented by them within the meaning of the sub-sections below.

2. The list of candidates must be filed at the registered office of the Association at least 20 days before the date set by the Assembly in first convocation.

3. Each Ordinary Associate may present or contribute to the presentation of a single candidate, by communicating the name to the

Chairman, who - with the aid of the Secretary-General - will compile the list of candidates by recording them in alphabetical order, and will send it to each of the Ordinary Associates.

4. In case of the number of candidates presented being less than three, voting will nevertheless take place according to the standards indicated below, with a view to electing in such a case a number of Board Members equal to the number of actual candidates.

5. Only Ordinary Associates who are up to date with the payment of association fees, which must be backed up with appropriate documentation, have the right to present candidates.

6. Together with each candidate's name, the acceptances of the candidates by interested parties must be filed, as well as the declarations by which the said the candidates attest there to be no cause for ineligibility or for a fall from office, as mentioned in article 2382 of the Italian Civil Code.

7. The vote is expressed by each Ordinary Associate by indicating the name (surname and forename) of one or more candidates up to a maximum of three.

8. Those who receive the greatest number of preferences are elected, until the number of posts to be assigned has been covered.

In the event of an equal number of preference votes being claimed by two or more candidates, a new round of voting takes place, relating only to those candidates who have equal votes. In the event of there remaining one or more advisory posts to be assigned, and there are unelected candidates, a new round of voting is started with reference only to the names of the latter. In both the above-mentioned cases, if the voting does not enable the available advisory posts to be covered, these posts will be allocated by means of a draw that will be conducted according to methods from time to time established by the Chairman. The members elected by the Associates' Meeting will remain in posts for 2 (two) business years. In the event of dismissal, a fall from office or someone quitting their post, the Associates' Meeting must be convened for the respective replacements.

9. Each Founder Associate nominates one representative to the Board of Directors , who will remain in post for two business years. In the event of dismissal, a fall from office or someone quitting their post, the Founder Associate procures the new name.

10. The Board of Directors is convened by the Chairman in office, or - in the event of his or her on absence or severe incapacity - by the Board Member who is the oldest in age of those nominated by the

Founder Associates - by e-mail or by fax, at least 7 (seven) working days prior to the meeting. Participation at the board meetings may take place - if pronounced to be necessary by the Chairman or by the person acting in his or her stead - via telecommunication means, which enable participation in the debate and equality of information for all participants.

11. The Board of Directors meet at least twice a year to adopt the annual and forecast financial reports to be submitted for the approval of the Associates' Meeting.

12. The Board of Directors is validly constituted with the presence of at least half of its members. The relevant deliberations are approved by majority of those present. In cases of parity, the Chairman's vote has twice the value.

13. The Board of Directors is invested with all powers for the ordinary and extraordinary administration of the Association; it approves, prior to their distribution, the official communications proposed by Members of the Board itself or by the Working Groups; it evaluates the proposals in order of the activity to be carried out, decides the development plans and takes decisions on ordinary and extraordinary projects.



14. The Board of Directors deliberates any changes to the association fee, but no greater in magnitude than 10% relative to the preceding business year.

15. It is the duty of the Board of Directors to formulate proposals on the general direction of the Association's plan of activity.

16. The activities of the Association are organised into Working Groups. It is the responsibility of the Board of Directors to form new Working Groups, nominate the person in charge, define their mandate, and order the closure of the activities.

17. The Board of Directors makes use, if considered appropriate, of the Working Groups for updating the development plans.

18. The Board of Directors may fall on the persons in charge of the Working Groups to participate in their own work.

19. The Board of Directors nominates the Honorary President.

20. The first Board of Directors will be composed of four members nominated by each Founder Associate on the occasion of drawing up the deed of constitution.

## **ARTICLE 11 - HONORARY PRESIDENT**

1. The Honorary President is nominated by the Board of Directors.  
The first Honorary President is nominated on the occasion of drawing up the deed of constitution.
2. The Honorary President remains in post for three business years; the mandate is renewable. In any case, he or she remains in post until the new Honorary President is nominated.
3. The Honorary President is assigned duties of institutional representation by the Board of Directors.
4. The Honorary President may participate in the meetings of the Board of Directors and the Associates' Meetings without voting rights.

## **ARTICLE 12 - CHAIRMAN**

1. The Chairman is nominated from among the members of the Board of Directors nominated by the Founder Associates, by the Board itself which, to this end, meets upon the convocation of the Chairman in office and deliberates with favourable vote of at least half plus one of those present. The first Chairman will be nominated on the occasion of drawing up the deed of constitution.

2. The Chairman will remain in office for two business years, with a renewable mandate. In any case, he or she remains in post until the new Chairman is nominated.

3. The Chairman is the legal representative of the Association in dealings with the said Associates, third parties, and in legal matters.

4. The Chairman presides over reunions of the Associates' Meeting and of the Board of Directors.

5. The Chairman brings the deliberations of the Board of Directors to implementation, and performs all other functions delegated or assigned to him or her by the Associates' Meeting.

6. In the event of the absence or severe incapacity of the Chairman, the Board of Directors can be convened by the Board Member who is the oldest in age of those nominated by the Founder Associates.

### **ARTICLE 13 - SECRETARY-GENERAL**

1. The Secretary-general is nominated by the Board of Directors, and deals with the implementation of the deliberations of the Board of Directors and of the Associates' Meeting. The Secretary-General drafts the reports of the meetings of the Board of Directors,

attends to correspondence, and manages the keeping of the archives. As treasurer, he or she is responsible for everything related to the handling of the patrimony of the Association. He or she countersigns the expenses mandates signed by the Chairman. He or she drafts the forecast and final financial account to be submitted for adoption to the Board of Directors, and the subsequent approval to the annual Meeting, which decides on how to handle it and to whom the Secretary-General relates in this matter.

#### **ARTICLE 14 - WORKING GROUPS AND STANDARDISATION COMMITTEE**

1. The Board of Directors has the capacity to make up the working groups, composed of members nominated by the said Board, which establishes the number of members from time to time.
2. Representatives of the Associates may belong to the Working Groups. The working groups may invite third parties to participate (for example, experts in the field of recognised ability and experience), once they have signed an appropriate confidentiality agreement.
3. Each Working Group has one person in charge. The person in charge of each Working Group (hereinafter "the Person in Charge") is elected by the Board of Directors.

4. The operating procedures relating to the activities of each Working Group are approved by the Board of Directors.
5. The Person in Charge too may invite, either directly or on the instruction of even a single Associate, third parties to participate in the activities of the working group.
6. The Standardisation Committee is the technical body of the Association which manages the process of defining the technical specification of Energy@home.
7. Standardisation Committee is composed of one representative for each of the Associates. Each Associate may at any time substitute the member with the relevant name. The Standardisation Committee elects a Coordinator from within its own ranks.
8. The operating procedures relating to the activities of the Standardisation Committee are approved by the Meeting.
9. The activities on the reports of the Standardisation Committee must be presented to the Board Directors for approval before being distributed outside the Association. The approval of the Board of Directors consists in verifying the Standardisation Committee's adherence to the procedures approved by the Meeting.

## **ARTICLE 15 - INTELLECTUAL PROPERTY RIGHTS AND USE OF THE TRADEMARK**

1. For the purpose of maximising the adoption and limiting ties to the use of intellectual property rights (IPRs) by the Associates, both in respect of the prior IPRs introduced by individual Associates, and in respect of the IPRs which will be generated by developments within the area covered by the Association, reference is made to relevant regulation, contained in the Regulations of the Association, which are binding on all Associates.

2. The creation, use and protection of trademarks, logos and distinguishing signs of the Association are also regulated in the Regulations of the Association mentioned in the preceding subsection.

### **ARTICLE 16 – COMMON FUND**

1. The common fund of the Association is composed of:

- a. Association fees paid by the Associates;
- b. Any subsidies, legacies and donations on the part of Associates or of third parties;
- c. Any fees paid by the Associates or by third parties for carrying out particular projects aimed at achieving the social objectives;

d. Any receipts deriving from the activities of the Association, as well as from goods any other entity susceptible of economic evaluation which, in any capacity, come into the possession of the Association.

2. The fee for entry to the Association permits participation therein for one business year.

3. The Association fee for the first business year is established in the deed of constitution. The Board of Directors will be able to deliberate changes in this fee in successive business years, though no greater in magnitude than 10% relative to the preceding business year.

4. The Association fee is paid during the first semester of the business year, to which the fee relates.

5. The administrative and auditing service may be assigned by the Board of Directors to a party external to the Association.

#### **ARTICLE 17 - ANNUAL FINANCIAL REPORT - FORECAST FINANCIAL REPORT**

1. The Association's business year closes on 31 December of each year.

2. The annual financial report, prepared by the Secretary-General and deliberated by the Board of Directors, will be presented to the

Associates' Meeting for approval before 30 April of the year following that to which it relates.

3. For particular requirements, the annual financial report may be presented within two months after the term provided for in the preceding sub-section.

4. The forecast financial report ("Forecast Budget"), prepared by the Secretary-General and deliberated by the Board of Directors, is submitted to the Meeting called to approve the annual financial report.

#### **ARTICLE 18 - DISSOLUTION**

1. The Association will be dissolved for the reasons envisaged in article 27 of the Italian Civil Code. The Association may be dissolved in anticipation upon deliberation by the Extraordinary Meeting, with a favourable vote of at least three quarters of the Associates having voting rights. In the event of dissolution of the Association for any cause, the Extraordinary Meeting will establish the liquidation modalities and the names of one or more liquidators, determining their powers and remuneration.

#### **ARTICLE 19 - REFERRAL**



1. With regard to anything not provided for in the present Statute, reference should be made to the Italian Civil Code, to the standards of current legislation on the matter, as well as to the general principles of the Italian legal system.

### **ARTICLE 20 - COMMUNICATION**

1. Without prejudice to the fact that the performance of the activities of the Association presupposes the continual exchange of data and information (here including the Confidential Information, as defined in the regulations of the Association), by the means which the Working Group will consider ideal (e-mail, fax), any formal communication provided for by the present Statute book must be sent to the addresses indicated by each Associate to the Chairman of the Association.

### **ARTICLE 21 - APPLICABLE LEGISLATION AND COMPETENT JURISDICTION**

1. The activities of the Association are governed and regulated by Italian law.
2. All controversy which may arise in relation to the interpretation or execution of the present Statute will be subjected to be exclusive jurisdiction of the court in Rome.

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## Regulations of the Association Energy@home

### Rules in the matter of Industrial and/or Intellectual Property Rights

#### ARTICLE 1-DEFINITIONS AND RULES REGARDING THE BACKGROUND

1.1 For the purposes of the present regulations, the words and expressions listed below in *italic bold* typeface are to be understood with the meanings given below, whether used in the singular or in the plural:

**“Background”** means: (i) Industrial and/or Intellectual Property Rights to property in the ownership of an Associate prior to its membership of the Association; and (ii) Industrial and/or Intellectual Property Rights developed or no matter how acquired by an Associate following its membership of the Association outside the context and/or outside the execution of the activities of the association. The Background will remain the exclusive property of the Associate in both the cases mentioned above.

**“Certification”** has the meaning defined in Article 5.2 of the present Regulations.

**“Standardisation Committee”** has the meaning defined in Article 14 of the Statute.

**“Dues for Certification”** has the meaning defined in Article 5.2 of the present Regulations.

**“Dues for Testing”** has the meaning defined in Article 5.3 of the present Regulations.

**“Industrial and/or Intellectual Property Rights, or IPRs”** means all the rights to expertise, intellectual property, industrial property, whether registrable or non-registrable, including, by way of non-exhaustive example, patent rights, rights of authorship, connected rights, database rights, rights to topography of semiconductor products, and rights to registered and non-registered designs and models, as well as all the corresponding filed applications wherever in the world, with the exception of trademark rights.

**“Foreground”** means the results, including any technical specification, datum, information, work, work in progress, tests, creative idea, invention, discovery and development, and the relevant Industrial and/or Intellectual Property Rights (IPRs) which are generated through the research and development activities carried out within the scope of execution of the activities of the Association, with the exclusion of the Background.

**“Working Group”** has the meaning defined in Article 14 of the Statute.

**“Confidential Information”** has the meaning defined in Article 6 of the present Regulations.

**“Essential IPRs”** means those IPRs (which, but way of non-exhaustive example, include all patents and patent applications, database rights and authorship rights), which in one or more countries of the world prove to be currently existing or granted or filed at a subsequent point in time and which cover or which refer to one or more of the specifications and which, without entitlement or licence thereto, would necessarily be infringed if one or more of the Adopted Specifications were implemented.

**“Certification Process”** has the meaning provided in Article 5.2 of the present Regulations.

**“Products Fully In Conformity”** means products or technologies which fulfil all the obligatory parts of the applicable Adopted Specifications; the procedure which must be followed for the product or technology to be considered as Products Fully in Conformity must be proposed by the Standardisation Committee.

**“Proposer”** has the meaning defined in Article 2.1 of the present Regulations.

**“Proposed Specifications”** means the Specifications and/or any integration and/or modification to the existing Adopted Specifications that are proposed to the Board of Directors by one or more Associates for being made Adopted Specifications, in accordance with Article 5.1 of the present Regulations.

**“Body responsible for Testing”** means one or more Associates nominated by the Board of Directors, following approval of the Standardisation Committee, for the Certification, to perform the fundamental tests to evaluate the conformity of the products of the other Associates to the Adopted Specifications. Such tests for the Certification must be defined by the Standardisation Committee.

**“Specifications”** means all the technical details and documentation which describe a series of normative arrangements (for example a material, a method, a process, a service, or an operation). Examples of Specifications include the definition of a communications protocol, a syntactic model of data exchanged between two systems, a range of functions required of a determinate class of products, a standard test method, an explicit range of requirements.

**“Approved Specifications”** means the Proposed Specifications approved by the Standardisation Committee. The procedure which the Standardisation Committee must follow for the approval must in turn be approved by the Associates’ Meeting.

**“Adopted Specifications”** means the Approved Specifications which have been adopted by the Board of Directors in accordance with Article 14.9 of the Statute. Adopted Specifications also include the Specifications conferred upon the Association at the time of its constitution.

1.2 For purposes of clarity, the Associates recognise and concur that the present Regulations have no influence on the Background of any Associate, except in the case in which a different ad hoc agreement in written form has been signed by the Associates and/or the Association. Nothing included in the present Regulations is to be interpreted in the sense of conceding or conferring any right, by licence or using a different instrument, expressly, tacitly or in some other way, to the Background of

any Associate, except with some different specific arrangements contained in the present Regulations.

## ARTICLE 2 – RULES REGARDING THE PROPOSED SPECIFICATIONS

2.1 An individual Associate or a plurality of Associates have the power to present (as “Proposer”) one or more Proposed Specifications to the Standardisation Committee.

2.2 Each application must observe the following provisions:

a) The Proposer must provide the Standardisation Committee with an ad-hoc written declaration which:

- (i) lists in detail the IPRs in the ownership of the Proposer (or in the ownership of the Company/Companies affiliated thereto) necessary for the Proposed Specifications and which would become Essential IPRs if the Proposed Specifications were adopted by the Board of Directors in accordance with Article 5.1 of the present Regulations;
- (ii) contains the irrevocable obligation of the Proposer to concede to whoever requests it, licences to use the IPRs mentioned in section 2.2 (i) of non-exclusive character, with a prohibition on transferability and sub-licensing, on fair, reasonable and non-discriminatory conditions that are valid throughout the lifetime of the Essential IPRs, if the proposed specifications are approved by the Standardisation Committee in accordance with Article 5.1 of the present Regulations. The Proposer must indicate all the terms and conditions, including economic ones, of the above-mentioned licence, so that the proposal can be validated by the Associates in the process of approving the Specific Proposals. In any case, such a licence must be used: (i) for the aim indicated in Article 2 of the Statute, or (ii) to produce, have produced, use, import, sell, offer on the market, promote or otherwise distribute and dispose of Products Fully in Conformity. Such a licence is to be understood as irrevocable, in that the licensor may terminate the licence only in the case wherein the licensee is in severe or persistent violation of the terms and conditions of the licence agreement and, if such violation is remediable, has not remedied it within thirty (30) days starting from receipt of a written communication specifying non-fulfilment and stating that remedy is requested;
- (iii) the proposer himself or herself undertakes, in the event of ownership of the Essential IPRs being assigned to another/other party (parties), to transfer the relevant obligations and rights to the assignee (including the obligation to transfer such obligations and rights to any subsequent assignee);
- (iv) optionally and non-exhaustively lists further IPRs of the Proposer, different from the Essential IPRs but which could be jointly involved by implementation of the Proposed Specification, for the purpose of stating his or her own non-availability to assign a licence for use thereof.

- b) Each Associate may present to the Standardisation Committee evidence of further IPRs which in the Associate's opinion could prove to be Essential IPRs related to the Proposed Specification in the event of adoption thereof. If an essential IPR is in the ownership of an Associate different from the Proposer, such an Associate may present a declaration analogous to that envisaged as the responsibility of the Proposer in Article 2.2a)(ii). The Standardisation Committee may establish that research is being conducted to verify the possible existence of IPRs which would be Essential IPRs related to the Proposed Specification in the event of adoption thereof. In the case of identification of IPRs in the ownership of the parties different from the proposer, the Standardisation Committee will examine the possibility of obtaining, from the owners of the IPRs identified, declarations analogous to those envisaged as the responsibility of the Proposer in Article 2.2a)(ii) and will take a decision on the most appropriate solution.
- c) The Standardisation Committee will necessarily reject a Proposed Specification if it has become aware of the existence of Essential IPRs that are valid, and from which it is impossible to obtain, from the owners of the IPRs identified, declarations analogous to those envisaged as the responsibility of the Proposer in article 2.2a)(ii).

### ARTICLE 3 – FOREGROUND

3.1 The Association may carry out, via any of its Working Groups or by means of third parties, research and development activities with regard to all specifications, at the proposal of the Standardisation Committee and prior authorisation of the Board of Directors, whose responsibility will however only be to verify that the proposal of the Standardisation Committee is in accordance with the budget of the Association, and that the proposed contract is in line with the rules of the Association.

3.2 If a third party has been charged by the Association with performing the activities mentioned in Article 3.1, the relevant engagement agreement must establish that the Foreground of the research and development activities belongs to the Association.

3.3 If a Working Group carries out the activities mentioned in Article 3.1, the Foreground property of the research and development activities must belong to the Association, unless the Association and the Associates jointly involved agree something different in writing.

3.4 Subject to articles 3.2 and 3.3, the Adopted Specifications and the Foreground which derives from the activities mentioned in articles 3.1, 3.2 and 3.3 of the present Regulations are fully and exclusively property of the Association and are here licensed by the Association to the Associates and to the Affiliates (as defined in Article 6, (d) below): the licence is of worldwide scope, free of charge, non-exclusive, non-transferable, devoid of a right to assign further sub-licenses, and valid throughout the lifetime of the relevant IPRs, exclusively for (i) the aim stated in Article 2 of the Statute, or (ii) for producing, having produced, using, importing, selling, offering on the market, promoting or otherwise distributing and disposing of Products Fully in Conformity. The Association furthermore undertakes irrevocably to

license all the Essential IPRs in its ownership also to anyone requesting it, under the same terms of the licence envisaged for the Associates, not necessarily free of charge, but on fair, reasonable and non-discriminatory conditions.

3.5 In case of liquidation, in accordance with Article 18 of the Statute, the Associates' Meeting will assess how best to deal with the IPRs in the ownership of the Association or received from the Association by licence, and will have the capacity to execute the transfer of such IPRs to another party by allowing that party to maintain the validity of such IPRs at their own expense.

#### ARTICLE 4 – USE OF THE TRADEMARK ENERGY@HOME

4.1 The trademark “Energy@home” (hereinafter “the Trademark ”) and the respective logo in graphic form represented in Appendix A) of the present Regulations, which is in the ownership of the Association, may only be used to distinguish the *Products Fully in Conformity* and to distinguish promotional material of the Association (for example the website, brochure, etc). Such a right of use is also extended to the Affiliates (as defined in Article 6, (d) below) which produce or commercialize the above *Products Fully in Conformity*.

4.2 The Trademark cannot be used in combination with other trademarks, logos or distinguishing sign in the ownership or at the disposal of the Associates all of third parties in such a way as to originate a new trademark or another distinguishing sign;

4.3 The Trademark cannot be used in ways which may be prejudicial to its value, or violate the standards of current legislation, nor can it be used in contexts which contain, even implicitly, statements denigratory to the competitors of the Association or of the Associates; the trademark must be used in accordance with any guidelines that may be issued by the Association.

4.4 The Trademark must always be used by indicating to the public that the logotype “Energy@home” is a filed/registered trademark.

4.5 The Association will bring about all the most appropriate actions, in or out of court, to oppose any claims by third parties to the Trademark or to its use, or to oppose any counterfeiting or situations in any way detrimental to its own rights. To this end, each Associate undertakes to give timely information to the other Associates and to the Association about the existence of any claim, counterfeiting or detrimental situation that may come to their knowledge, including for the purpose of agreeing, where possible, the initiatives to be undertaken.

#### ARTICLE 5 – APPROVAL OF THE SPECIFICATIONS / COMPATIBILITY OF THE PRODUCTS WITH THE ADOPTED SPECIFICATIONS

5.1 The Proposed Specifications presented to the Standardisation Committee must be evaluated by the Standardisation Committee for their approval in accordance with the specified procedure approved by the Associates' Meeting as in Article 14 of the Statute. The Standardisation Committee discusses the Proposed Specifications and may propose modifications to them. The Standardisation Committee decides whether to approve or reject the Proposed Specifications.

If the Proposed Specifications are approved by the Standardisation Committee, they become approved specifications and are submitted to the Board of Directors in order that they can be adopted by the Association.

The Board of Directors must verify that all the provided formalities for approval of the Proposed Specifications have been respected by the Standardisation Committee and the sole reason for not approving the adoption will be failure to observe any one of these formalities.

When the Approved Specifications have been adopted by the Board of Directors, they become Adopted Specifications. The Adopted Specifications altogether constitute the Specification ENERGY@HOME.

5.2 Every Associate or any interested third party (the “**Interested Party**”) has the option of requesting the Standardisation Committee to steer the procedure to obtain certification of conformity of its products to the Adopted Specifications. The Standardisation Committee will activate and guide justification process in accordance with the rules defined in a specific certification procedure which must be approved by the Associates ' Meeting (the “**Certification Process**”).

The Standardisation Committee attributes to one or more products the designation of Products Fully in Conformity on the basis of the results of the evaluation performed by the Body responsible for Testing. The Standardisation Committee releases a certification (the “**Certification**”) that is necessary for the Interested Party, because they can sell their Products Fully in Conformity under the trademark “Energy@home”.

The Association is authorised to request payment of specific fees, such as indemnification for the Certification Process (the “**Dues for Certification**”). Such fees must be set by the Board of Directors on the basis of fair, reasonable and non-discriminatory criteria, and include all the costs and expenses (including administrative expenses and general expenses) sustained by the Association in relation to the specific Certification Process. The Dues for Certification consists of a sum which the Interested Party must pay to the Association only once for each specific certification procedure within the period established by the Board of Directors; in every case the amount of the equivalent depends neither on the number nor the type of the products which have been sold or which are provided for sale.

5.3 An ad hoc agreement must be concluded between the Body responsible for Testing and the Interested Party to set the relevant terms and conditions, including inter alia the definition of the respective dues for testing (the “**Dues for Testing**”), to be determined on the basis of fair, reasonable and non-discriminatory criteria. Such Dues for Testing must include all the costs and expenses (including administrative expenses and general expenses) sustained by the Association in relation to the specific Certification Process. The Dues for Certification consists of a sum which the Interested Party must pay to the Association only once for each specific certification procedure within the period established by the Board of Directors; in every case the amount of the equivalent depends neither on the number nor the type of the products which have been sold or which are provided for sale.

5.4 The Association must accredit one or more laboratories which will be authorised to perform the tests of conformity necessary to test conformity of the products to the Adopted Specifications. The accredited laboratories must be included in the list of Bodies Responsible for Testing.

Any company which is an Associate and which meets the requirements defined by the Standardisation Committee may file a request to become a Body Responsible for Testing. The Standardisation Committee analyses the application relating to the defined requests and deliberates whether to approve or reject the application. The approved application must be forwarded to the Board of Directors for accreditation of the Applicant as a Body Responsible for Testing.

5.5 The Board of Directors accredits the Bodies Responsible for Testing by means of a written document and imposes on them specific rules to be served in their testing activities, including determination of the fees due to them under the arrangements stated in Article 5.3 above; this written document must be accepted in writing by each Body Responsible for Testing.

#### ARTICLE 6 – CONFIDENTIAL INFORMATION

The information which each Associate will place at the disposal of the other Associates will not be considered Confidential Information unless declared such by the Associate prior to its communication.

The Confidential Information will not used to define or pre-arrange technical specifications.

Subject to the above directions, in the event of the Associates having a need to exchange Confidential Information, the following provisions will apply:

“Confidential Information” means the information communicated to an Associate (hereinafter the “Receiving Party”) by another Associate (hereinafter called the “Communicating Party”) within the scope of performing the activities of the Association **(i)** in writing or some other tangible form and identified in writing, or marked by the Communicating Party at the moment of communication **as “Reserved”** or with some other wording of analogous significance or **(ii)** orally or in a graphic form, provided that it is identified as Reserved by the Communicating Party at the moment of such communication, and confirmed in writing by the Communicating Party to the Receiving Party with such wording about its being reserved within 30 days of said oral or visual communication.

The Receiving Party undertakes:

**(a)** to keep the Confidential Information confidential and not to reveal it or otherwise make it available to third parties, except when provided for in section (c) below;

**(b)** to use the Confidential Information only for carrying out their own duties and for exerting their own rights within the scope of the activities of the Association;



- (c)** not to copy, nor modify, nor allow others to copy or modify, in whole or in part, the Confidential Information, except as strictly necessary for the use permitted by section (b) above;
- (d)** to limit access to the Confidential Information and the use thereof to their own personnel or that of their own consultants or Affiliates, “Affiliate” being used to mean (i) a controlled company (within the meaning of article 2359 of the Italian Civil Code) of the Receiving Party (ii) a company of which said receiving party is a controlled company and/or (iii) a controlled company of a company as in section (ii) above, or involved in the execution of the evaluation to the extent strictly necessary for said execution;
- (e)** to impose on their own consultants and Affiliates and on the personnel as defined in section (d) adherence to the obligations provided for in the present Agreement;
- (f)** at the request of the Communicating Party, to restore to the Communicating Party or to destroy in a timely manner and cancel from the memory of any computer at their disposal, all the Confidential Information and the complete or partial copies thereof in their possession, certifying its destruction and cancellation to the Communicating Party, and to abstain from all further use of the Confidential Information and to all parts thereof, when the same is no longer necessary for the use permitted by section (b) above;
- (g)** subject to the provisions above, not to remove or in any way cancel, in whole or in part, from copies of any software, documentation or other material provided by the Communicating Party or from the relevant support or packaging, any indication of copyright or other notice of rights reservation attached thereto, and
- (h)** subject to the provisions above, to subject the Confidential Information in their possession or under their control to protective measures, which are in no case less stringent than those adopted for their own Confidential Information, against access, use, copying, modification and/or unauthorised disclosure.

The aforementioned obligations do not apply to information which is in the public domain at the time of the communication to the Receiving Party or which subsequently becomes so without the Receiving Party being at fault, or which the Receiving Party can demonstrate (a) to be already legitimately known to them, free from the ties of reservation or limits of use, before receiving it from the Communicating Party, (b) to have been communicated to them by third parties without ties of reservation or limits of use, or (c) to have been developed by them independently.

The aforesaid obligations also do not apply to information which each party could be obliged to communicate or divulge in compliance with a legitimate order to

communicate to some Authority. In this last case, said party must, where permitted by the Authority, give immediate written notice to the party owning the information, so that this party can request the most suitable judicial provisions to protect their own interests.

#### ARTICLE 7 – PROTECTION OF PERSONAL DATA

The associates, in their capacity as owners of the personal data processing carried out and attached to the reports connected with the present Association, within the meaning and by the effects of the legislative decrees of 30 June 2003, No. 196 (legislative decree 196/2003), acknowledge the fact that the personal data mentioned above will be collected and processed, including with the aid of electronic means, exclusively for the purposes connected with the management of the association, or to enable execution of the obligations provided for by the above-mentioned laws.

Each owner – in accordance with their own competence – is obliged, by force of law and contract, for themselves, for their own independents and for each collaborator with their activities, to respect the confidential nature, integrity and quality of the data, and to use the data exclusively for the specified purposes and within the scope of the productive activities of the other owner. Each owner has the duty to accomplish as much as is necessary to comply with the law.

The owners, each in accordance with their own competence, undertake to keep each other unharmed by all conflict, action or claim advanced during their confrontations by the interested parties and/or by any other subject and/or authority following any failure to comply with legislative decree 196/2003, within the scope of the respective and specific activities and duties as envisaged by the laws and integrated into the present proviso.

The associates also agree that:

- a) the acquisition of all the data from time to time required is deemed indispensable to the origination and development of the reports indicated above;
- b) the above-mentioned data, as well as that processed by the associates, will not be subject to communication and distribution outside cases permitted by law;
- c) the natural or legal person to whom the acquired personal data relate has the capacity to exercise, in regard to the existence and the treatment thereof, the rights provided by articles 7-10 of legislative decree 196/2003.

Rome, 4 July 2012

Telecom Italia S.p.A.

Enel Distribuzione S.p.A.

Indesit Company S.p.A.

Electrolux Appliances S.p.A.

**Appendix "A"**  
To the Regulations of the Association Energy@home

