ULE ALLIANCE

Articles of Association

Chapter I  Name, Domicile, Definitions, Objectives, Funding

Article 1. Name and Seat. Offices.

Under the name "ULE Alliance", an association exists that is governed by these Articles of Association, any regulations promulgated hereunder and by Articles 60-79 of the Swiss Civil Code. The Association has its seat in Berne, Switzerland. The Association may have other offices in countries outside Switzerland as well.

Article 2. Definitions

1. In these Articles of Association (the "Articles"):

   "Act" means the Swiss Civil Code, in particular Articles 60-79 thereof;

   "Adopter" means a legal entity which intends adopting and promoting the ULE standard for its products and which has been admitted to Adopter status by the Board under Article 27;

   "Affiliate" of a Member means (i) an entity directly or indirectly controlled by such Member or (ii) an entity owning or controlling 50% or more of the outstanding voting securities of such Member. For these purposes "control" means the possession, direct or indirect, of the power to direct, or cause the direction of the management and policies of, an entity, whether through the ownership of voting securities, by contract or otherwise;

   "Annual Meeting" Means the annual ordinary meeting of the General Assembly referred to in Article 9;

   "Annual Membership Fee" means the annual membership fee levied on Members in terms of Article 23;

   "Association" means ULE Alliance, the association which has been established by, and is organised under, these Articles;

   "Auditor" means the auditor to the Association appointed in terms of Article 26;

   "Board" the Board of the Association appointed in terms of Article 14;
"Chairperson" and "Deputy-Chairperson" means the chairperson and deputy-chairperson of the Board, who are appointed in terms of Article 17;

"Contributor" means a legal entity admitted to membership of the Association under paragraph 4 of Article 6;

"DECT" / "DECT standard" means the Digital Enhanced Cordless Telecommunication system based on a set of standards as defined by the ETSI ("European Technical Standards Institute") technical specifications together with other relevant documents and derivations therefrom;

"DECT Forum" an association organised and existing under the Act having its seat in Berne, Switzerland, which includes in its objective the promotion and evolution of DECT as the worldwide preferred cordless telecommunication standard;

"ULE" / "ULE standard" means the successor technology to the DECT standard applied to control network eco-systems for home and building use, and which is and is to be based on a set of normative regulations developed by DECT Forum and by the Association;

"General Assembly" means the meeting of Members of the Association, which is constituted and called in terms of Chapter III Part A;

"Local ULE Alliance" means a group established pursuant to paragraph 2 subj of Article 16 to adopt and implement the Association’s objectives in a specific country or geographical area;

"Member" means every member of the Association admitted to membership in terms of these Articles, being every Promoter and Contributor;

"Promoter" means a legal entity admitted to membership of the Association under paragraph 2 of Article 6;

"Permanent Secretariat" means the permanent secretariat of the Association referred to in Article 19;

"Trade Marks" means any and all trade marks, service marks, logos, or symbols the Association may use or own now or in the future, including but not limited to ULE and ULE ALLIANCE;

"Working Group" means an ad hoc group established pursuant to paragraph 2 subj of Article 16 to address specific issues relating to ULE.

2. Expressions referring to writing shall, unless otherwise specified, be construed as including references to printing (fax, telex, photocopy) and any other modes of representing or reproducing words in a visible form.
3. Unless otherwise specified, words or expressions contained in these Articles shall bear the same meaning as in the Act in force at the date at which these Articles become binding on the Association.

**Article 3. Objectives**

1. The Association is a not-for-profit association and shall have as its objective the support of the business and revenues of its Members through promotion and establishment of ULE as the world’s leading control network eco-system for home and building use by leveraging the proven reliability and range of the DECT radio technology.

2. This objective shall be accomplished through:

   a. promoting and ensuring awareness of the advantages and benefits of ULE to quickly develop new products and services in the areas of Home Automation, Security and Climate control by ensuring perfect interoperability between the products of the different vendors conforming to the ULE standard;

   b. advocating the grant of spectrum for ULE with telecommunication regulators;

   c. advocating the support and enhancement of ULE with governments, regulators, standards-setting institutions, certification authorities and similar institutions;

   d. organizing and supporting local activities supporting or relating to ULE worldwide;

   e. managing technical standards in collaboration with governments, regulators, standards-setting institutions, certification authorities and similar institutions;

   f. encouraging its Members to participate in the enhancement of the ULE standards and applications through active participation in the standardization bodies and interoperability and certification programs;

   g. stimulating and inspiring its Members to utilize the full frequency spectrum with applications and products;

   h. securing long term evolution of ULE;

   i. providing comprehensive information and marketing support for its Members;

   j. promoting the benefits of membership of the Association to non-members.

3. The Association shall carry out its objectives in a transparent manner and on a non-discriminatory basis.

**Article 4. Funds**

1. The Association shall be funded by Annual Membership Fees, grants, gifts and other benefits.

2. Further income may be derived from the operations of the Association carried out in accordance with the objectives of the Association and subject to the conditions imposed by the Act.

3. The income and property of the Association shall be applied solely for the promotion of the objectives of the Association as set forth in these Articles and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit, to the Members, provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or employee of the Association.
4. All travel, hotel and other expenses incurred by a Member's representative in connection with his or her attendance at General Assemblies, Board, Working Group or Local Association meetings, or otherwise in connection with the Association, shall be paid by the relevant Member.

5. Notwithstanding paragraph 4 of this Article 4, travel, hotel and other expenses incurred by a member of the Board when representing the Association in connection with its objectives may, subject to approval by the Board, be paid in exceptional cases by the Association.

Chapter II Membership and Partnership

Article 5. Membership Categories

The Association shall have the following categories of Members:

(i) Promoters.
(ii) Contributors.

Article 6. Admission to Membership

Promoter

1. Any legal entity supporting ULE which does not have an Affiliate which is a Member at the time of application, may apply to become a Promoter under the procedure set out in paragraph 2 of this Article 6.

2. An application to be admitted as a Promoter shall be made in writing to the Permanent Secretariat in such form as may be prescribed by the Board from time to time (which form shall include a written undertaking by the applicant to be bound by these Articles as a condition of membership) who, upon verifying its completeness, shall forward it to the Board. The Board shall, upon receipt any further information and/or documents as it may require, approve or reject the application. Admission as a Promoter shall become effective only upon receipt by the Association of one Annual Membership Fee from the applicant.

Contributor

3. Any legal entity supporting ULE which does not have an Affiliate which is a Member at the time of application, may apply to become a Contributor under the procedure set out in paragraph 4 of this Article 6.

4. An application to be admitted as a Contributor shall be made in writing to the Permanent Secretariat in such form as may be prescribed by the Board from time to time (which form shall include a written undertaking by the applicant to be bound by these Articles as a condition of membership) who, upon verifying its completeness, shall forward it to the Board. The Board shall, upon receipt any further information and/or documents as it may require, approve or reject the application. Admission as a Contributor shall become effective only upon receipt by the Association of one Annual Membership Fee from the applicant.

Article 7. Termination of Membership

General

1. Membership terminates in the event of:
   a. resignation of the Member;
   b. expulsion by the Board.

2. In case of non-payment of the Annual Membership Fee by a Member, the Association’s remedy shall be expulsion by the Board.
3. In the event of termination of membership for whatever reason:
   a. a Member shall be obligated to pay to the Association any financial contribution which the Member was obligated to pay before the membership was terminated; and
   b. a Member shall not be entitled to damages in respect of any loss or damage caused to it by such termination.

Resignation
4. a. Resignation of a Member may only take place at the end of a financial year (as defined in Article 21) and subject to 60 days’ prior written notice.
   b. In case of resignation contrary to the preceding paragraph, the membership will end at the earliest date allowed following the day on which notice was given.
   c. A Member may not, by resigning from its membership, withdraw itself from a resolution whereby rights and obligations of a financial nature of the Members are changed.

Expulsion
5. a. Expulsion may only be pronounced if a Member acts contrary to the Articles, or any regulations or resolutions of the Association, or injures the Association in an unreasonable manner.
   b. The Member to be expelled shall have the right to defend its position at (or write to the Permanent Secretariat prior to) the Board meeting at which an expulsion proposal is tabled. At least 30 days' prior written notice of such meeting, with proof of posting and receipt, shall be given by the Permanent Secretariat to such Member. The written notice shall include a statement of the reasons given for the expulsion proposal.
   c. Should the Member remedy the purported breach of the Articles, the regulations or resolutions of the Association or the injury caused to the Association within the 30 day period pursuant to the preceding paragraph, such Member shall not be expelled unless the Association cannot reasonably be expected to let the membership continue.
   d. A resolution by the Board to expel a Member may be taken with a two third majority of the Board members present. Any member of the Board being an employee of such Member shall not have the right to vote upon the proposed expulsion. The Member shall be notified of the decision by registered mail.
   e. The date on which membership ends shall be determined by the Board.

Suspension
6. a. If a member fails to pay its Annual Membership Fee in full by the due date, the Board may, with 30 (thirty) days’ prior written notice, suspend that Member from the benefits of Membership until the Annual Membership Fee is paid in full. Benefits of Membership from which a suspended Member is precluded, are:
   i. The right to attend and to vote at the General Assembly and other meetings of the Association (in which such suspended Member shall not be counted for the purpose of a quorum);
   ii. The right to be invited or to attend Working Groups and Local ULE Alliance meetings.
iii. All other membership activities and access to the Members-only activities and information of the Association.

b. A resolution by the Board to suspend a Member may be taken with an ordinary majority of the Board members present. Any member of the Board being an employee of such Member shall not have the right to vote upon the proposed suspension. The Member shall be notified of the decision by registered mail.

c. Suspension shall not absolve the Member's liability to pay the Annual Membership Fee. Suspension shall be terminated upon receipt by the Association of the full amount due in respect of the Annual Membership Fee outstanding.

Chapter III Organization

Article 8. Basic Organization

1. The governing bodies of the Association are:
   i. the General Assembly;
   ii. the Board;
   iii. the Auditor.

2. Other bodies assisting in the management of the Association are:
   i. the Permanent Secretariat;
   ii. Supporting bodies which may be established from time to time in terms of Article 20.

GOVERNING BODIES

A. GENERAL ASSEMBLY

Article 9. General Provisions

1. A General Assembly of the Association shall be held at the date and place as decided by the preceding General Assembly. In the event the General Assembly has not so decided, the next General Assembly shall be held at the date and place determined by the Board.

2. Subject to paragraph 1, the Association shall, within six months after the beginning of each calendar year (unless this period has been extended by the General Assembly), hold a General Assembly as its Annual Meeting in addition to any other meeting (the latter hereinafter the "Extraordinary General Assembly") in that year, and shall specify the Annual Meeting as such in the notices calling it.

3. The Board may, whenever it deems appropriate, convene an Extraordinary General Assembly. An Extraordinary General Assembly shall also be convened on request of not less than one-fifth of all Members.

4. All Members have the right to attend General Assemblies. The Auditor shall be invited to attend the Annual Meeting whenever the Board or not less than seven Members require it.

Article 10. Notice of General Assemblies

A General Assembly shall be called by at least 20 days' written notice. The notice shall be exclusive of the day on which it is served or deemed to be served and of
the day for which it is given and shall specify the place, the day and the hour of the
General Assembly. The notice shall furthermore announce the business to be dealt
with, the agenda and, in the case of special business, the general nature of that
business. The notice shall be given to the persons referred to in Article 31.

**Article 11. Proceedings at General Assemblies. Quorum**

1. Resolutions of the General Assembly need a quorum of Members to become
effective. Unless otherwise provided by these Articles, the General Assembly
shall have a quorum when at least 30% of the total number of Members, which
shall include 30% of the number of Promoter Members, is present in the
General Assembly.

If a General Assembly does not reach this quorum, resolutions of the General
Assembly shall only become effective if more than 50% of the Members,
including more than 50% of the Promoter Members, or such greater majority as
may be prescribed for any such resolution by these Articles, have approved
resolutions as set out in written draft minutes of the General Assembly in
writing.

2. Unless otherwise provided by these Articles, all resolutions of the General
Assembly shall be adopted by a simple majority of the votes actually cast,
subject to a simple majority of Promoter Members present voting in favour
thereof.

3. Except as provided in Articles 32 and 33, resolutions of the General Assembly
may be adopted in writing by more than 50% of the Members, which shall
include more than 50% of the Promoter Members, or such greater majority as
may be prescribed for any such resolution by these Articles.

**Article 12. Votes of Members**

1. Each Member shall have one vote.

2. An abstention, blank or spoilt vote shall not invalidate a vote or poll and shall
not be counted in the result of such vote or poll.

**Article 13. Powers of the General Assembly**

1. All the powers of the Association which have not been entrusted to the Board
or any other body of the Association by the Act or by these Articles shall be
vested in the General Assembly.

2. The particular functions of the General Assembly shall be the following:
   a. the definition of the general policy of the Association;
   b. the approval of the generic work program of the Association;
   c. the amendment of the Articles and the dissolution of the Association;
   d. the suspension and dismissal of members of the Board;
   e. the appointment of the Auditor;
   f. the approval of the budget, including the Annual Membership Fee, and any
      modifications or amendments to the budget; and
   g. the approval of the accounts and the annual report of the Board.

3. Resolutions on the matters specified in paragraph 2 of this Article 13 can only
be taken with a majority of not less than two thirds of the total votes actually
cast, subject to a majority of not less than two thirds of Promoter Members
present voting in favour thereof, or, in the case of a written resolution or
adoption of such resolutions in terms of the second sub-paragraph of
paragraph 1 of Article 11 if a quorum was not present, by two thirds of the Members, which shall include two thirds of all the Promoter Members.

B. Board

Article 14. Composition, Election, Termination

1. There shall be a Board consisting of at least two natural persons (including the Chairperson and the Deputy-Chairperson).

   Except as provided in paragraph 6 of this Article 14, the members of the Board shall be appointed by the General Assembly.

2. Only an employee of a Promoter Member can be appointed as a member of the Board. Each member of the Board shall be an employee of a different Promoter Member.

3. Each member of the Board, also when appointed for a certain time, may be dismissed or suspended by the General Assembly at any time. Any suspension which is not followed by a resolution to dismiss within three months, shall end by the lapse of that term.

4. The term of office of each member of the Board shall be two years with the possibility of re-appointment for additional terms.

5. Membership of the Board shall end:
   a. by lapse of the respective member’s term, unless re-appointed for an additional term;
   b. by termination of the membership in the Association by the Promoter Member of which the member of the Board is a representative;
   c. by resignation;
   d. by termination of the employment between the member of the Board and the represented Promoter Member.

6. In all cases of premature vacancy due to an event other than paragraph 5 sub b of this Article 14, the Promoter Member of which the leaving member of the Board was a representative shall appoint an interim member of the Board for the rest of the leaving member’s term. In case of paragraph 5 sub b the General Assembly shall appoint an interim member of the Board. At the end of the interim term the interim member may be appointed as ordinary member of the Board by the General Assembly for additional terms.

Article 15. Passing of Resolutions

1. Unless otherwise provided by these Articles, the Board shall have a quorum when at least half of its elected members, but at least two members, are present.

2. Each member of the Board shall have one vote.

3. Unless otherwise provided by these Articles, resolutions of the Board shall be passed by simple majority vote of the members present. In case of a tie-vote, the Chairperson shall have the casting vote.

4. Resolutions of the Board may be adopted in writing by at least one half of its members.
Article 16. Powers and Duties of the Board

1. The Board shall be charged, in cooperation with the Permanent Secretariat and supporting bodies, with the management of the Association, subject to the limitations of the Act and these Articles.

2. The particular functions of the Board shall be the following:
   a. taking of any action within the scope of the objectives of the Association and the budget as approved by the General Assembly, deciding on, and controlling of, specific budgets;
   b. approving common positions which are to be issued by the Association;
   c. determining the need for collaboration agreements with third parties, if necessary establishing of a Working Group for the negotiation of such agreements and, subject to later ratification of the General Assembly, entering into such agreements;
   d. approving or dismissing applications for membership;
   e. expulsion of Members in accordance with Article 7;
   f. preparing the Annual Budget;
   g. adopting the financial procedures;
   h. establishing the Permanent Secretariat,
   i. establishment and dissolution of supporting bodies in accordance with Article 20;
   j. establishing or abolishing of Working Groups and Local ULE Alliance, appointing of the chairpersons of such groups, approving of their terms of reference and rules of procedure and resolving of disputes within and between such groups;
   k. appointment and expulsion of Adopters and inviting Adopters to attend Working Group and Local ULE Alliance meetings;
   l. inviting individuals or legal entities to attend General Assembly, Working Group, and Local ULE Alliance meetings;
   m. approving common software standards for the purpose of all communications and the processing and storage of all documents relating to the Association;
   n. establishing programmes to the benefit of the ULE community as a whole;
   o. register, protect and license the use of Trade Marks and Trade Names;
   p. the adoption and amendment of regulations, which shall not be contrary to the Articles; and
   q. carrying out any other business assigned by the General Assembly.

4. The Association shall be represented:
   a. either by the Board in corpora;
   b. or by the Chairperson or the Deputy-Chairperson acting together with another authorized signatory of the Association;
   c. or by such authorized signatories as appointed by the Board, provided that no such person shall be authorized to act with single signatory power for the Association unless determined otherwise by the General Assembly.
Article 17. Composition, Election, Termination

1. The Chairperson and the Deputy-Chairperson shall be appointed in their function by the Board out of the members of the Board for a term of two years. The Chairperson and the Deputy-Chairperson shall be appointed by a two third majority of the Board members present.

2. The Chairperson and the Deputy-Chairperson, also when appointed for a certain time, may be dismissed or suspended by the Board at any time by a two third majority of the Board members present. Any suspension which is not followed by a resolution to dismiss within three months, shall end by the lapse of that term.

3. In case the Chairperson's or the Deputy-Chairperson's membership of the Board ends for whatever reason, a new Chairperson or Deputy-Chairperson, as the case may be, shall be appointed pursuant to paragraph 1 of this Article 17.

4. The Chairperson or Deputy Chairperson may not be appointed by the written resolution of the Board.

Article 18. Powers and Duties of the Chairperson and Deputy-Chairperson

1. The Chairperson shall have the following powers and duties:
   a. preparing of the agenda for, and organizing of, the General Assemblies and meetings of the Board;
   b. presiding over the meetings of the General Assemblies and the Board;
   c. implementing of the resolutions passed by the General Assembly and the Board; and
   d. representing the Association.

2. The Deputy-Chairperson shall have the following powers and duties:
   a. assisting the Chairperson in its functions; and
   b. representing the Chairperson in case of necessity.

OTHER BODIES

D. PERMANENT SECRETARIAT

Article 19. Establishment / Power and Duties

1. The Board shall establish a Permanent Secretariat.

2. The Permanent Secretariat shall manage and organize the activities of the Association in accordance with the Act, the Articles as well as the regulations and resolutions adopted by the General Assembly and the Board.

E. SUPPORTING BODIES

Article 20. Establishment / Power and Duties

1. The Board may establish Supporting Bodies, such as Public Relation, Bookkeeping, Administration and Technical Offices, and to dissolve the same.

2. The Supporting Bodies shall support the activities of the Association in accordance with the Act, the Articles as well as the regulations and resolutions adopted by the General Assembly and the Board.
Chapter IV

Financial Matters and Reporting

Article 21. Financial Year
The financial year shall run from the first of January up to and including the thirty-first of December.

Article 22. Annual Budget
1. The Annual Budget shall be approved annually by the General Assembly in the Annual Meeting.
2. The Annual Budget shall be in such format and shall include such detail as may be required by the General Assembly.
3. The Board shall inform the General Assembly of any foreseeable shortfall in respect of the budgeted expenditure.

Any shortfall in respect of budgeted expenditure that arises during a financial year because of additional expenditure previously approved by the General Assembly or because of the failure of one or more Members to pay its or their Annual Membership Fee shall, at the discretion of the General Assembly, be levied by the Permanent Secretariat on the Members during the financial year in which it occurs or be financed out of the capital (if any) of the Association. Any other shortfall may not be levied on the Members.

In the event that at the year-end a credit balance remains in the accounts it may be credited against Members' contributions for the following year in such manner as may be determined by the General Assembly.

4. All financial transactions shall be transacted in Swiss Francs. Furthermore, all financial matters shall be carried out in accordance with financial procedures adopted by the Board.

Article 23. Annual Membership Fee
1. The Annual Membership Fee for Contributors and Promoters shall be proposed by the Board for every financial year (as meant in Article 21) and approved by the General Assembly with the annual budget.
2. Any new Member shall pay a full Annual Membership Fee at the time of admission independent of when such Member is admitted. However, such Member's next Annual Membership Fee shall be reduced in proportion to the membership period in the first year.

Article 24. Exclusion of Personal Liability
The liabilities and obligations of the Association may be enforced against its assets only, and no Member shall have any individual liability for any liabilities or obligations of the Association. The Member's liability vis-à-vis the Association is limited to the payment of its Annual Membership Fee and such payment (if any) as decided by the General Assembly pursuant to paragraph 3 of Article 22.

Article 25. Annual Report
1. Notwithstanding any other legal obligations, the Board shall be obligated to keep sufficient records in respect of the financial position and all activities - in accordance with the requirements arising from these activities - of the Association and to store the relating documents hereto in such manner that the rights and obligations of the Association can be known out of it at all times.
2. At the Annual Meeting the Board shall submit an annual report on the course of business of the Association and on the policy conducted. It shall submit the
balance sheet and the statement of income and expenditure with notes for the approval of the General Assembly. The Board shall also submit the report of the Auditor. After expiration of such period any Member may commence proceedings against all members of the Board for the enforcement of these obligations.

3. Notwithstanding any other legal obligations, the Board shall be obligated to keep the records referred to in the paragraphs 1 and 2 of this Article 25 for a period of ten years.

**Article 26. Auditor**

1. The General Assembly shall elect an auditor for a term of two years which may be re-elected for additional terms. Unless required by Article 69 sub b of the Act, the auditor need not be a licensed audit expert.

2. If the General Assembly fails to elect an auditor, the Board shall appoint an auditor. The appointment may at all times be revoked by the General Assembly.

3. The auditor shall audit the balance sheet and the statement of income and expenditure of the Association and produce a written report on its audit examination to the Board.

**Chapter V General Provisions**

**Article 27. Adopters of the ULE standard**

1. Any legal entity supporting ULE which does not have an Affiliate which is a Member at the time of application, may apply to become a Adopter under the procedure set out in this Article 27.

2. An application to be admitted as a Adopter shall be made in writing to the Permanent Secretariat in such form as may be prescribed by the Board from time to time (which form shall include a written undertaking by the applicant to be bound by these Articles as a condition of membership) who, upon verifying its completeness, shall forward it to the Board. The Board shall, upon receipt any further information and/or documents as it may require, approve or reject the application.

3. Adopters shall be entitled to participate in the certification programmes of the Association. Applications for certification, and certification, of an Adopter’s products and processes under the certification programmes of the Association shall be subject to such fees as are determined by the Board from time to time.

4. Adopters are not Members of the Association and shall therefore not have the right to attend General Assembly of the Association or Working Group or Local ULE Alliance meetings without having been invited to do so by the Board. Accordingly, Adopters will not be liable to any fee by virtue solely of being admitted as Adopters, but shall be liable for such fees as are related to their participation in the certification programmes of the Association and for such goods and services supplied to them by the Association on such terms as are mutually agreed from time to time.

5. An Adopter’s position as an Adopter terminates in the event of:
   a. resignation;
   b. expulsion by the Board.

6. a. An Adopter may only be expelled if the Adopter acts contrary to the Articles, or any regulations or resolutions of the Association, including breaching the
ULE certification of any products and systems and failing to remedy such breach, or otherwise injures the Association in an unreasonable manner

b. The Adopter to be expelled shall have the right to defend its position at (or write to the Permanent Secretariat prior to) the Board meeting at which an expulsion proposal is tabled. At least 30 days' prior written notice of such meeting, with proof of posting and receipt, shall be given by the Permanent Secretariat to the Adopter concerned. The written notice shall include a statement of the reasons given for the expulsion proposal.

c. Should the Adopter remedy the purported breach of the Articles, the regulations or resolutions of the Association or the injury caused to the Association within the 30 day period pursuant to the preceding paragraph, such Adopter shall not be expelled unless the Association cannot reasonably be expected to let the membership continue.

d. A resolution by the Board to expel an Adopter may be taken with a simple majority of the Board members present. The Adopter concerned shall be notified of the decision by registered mail.

e. The date on which membership ends shall be determined by the Board.

Article 28. Trade Marks and Trade Names

1. The Association owns and will own Trade Marks which it may license to Members and non-members (including to Adopters) for use in accordance with the regulations on each Trade Mark. The regulations on Trade Marks, and any modifications thereto, as adopted in accordance with paragraph p of Article 16, shall be binding upon all Members.

   Each Member, during the effectiveness of its membership, enjoys a revocable non-exclusive license to use the “ULE Alliance” logo in accordance with said regulations.

2. Members shall not use the Trade Marks in any false or misleading way or on any goods or services that do not comply with the appropriate regulations on the corresponding trademark.

3. Members shall not use any trademark, service mark, logo, mark or symbol in any way that creates or could create a likelihood of confusion with, dilute the distinctiveness of, tarnish, or otherwise harm all or any of the Trade Marks.

4. Except as otherwise provided for in these Articles, nothing within these Articles shall confer on the Association or any Member or any Adopter the right to use any other Member's trademark, trade name or other designation without such other Member's prior written approval.

5. The Association shall have the right to include the names of each Member and each Adopter in a list to be set up by the Permanent Secretariat, which list may be used by the Association for promotion, and other purposes within the scope of the objectives of the Association, and may be publicly distributed by any Member.

Article 29. Partner and Partnership regulations

1. The Association may hold collaborative and informative relationships to other organizations which are not members of the Association but which have common objectives or reciprocal interests with the Association.

2. The Association’s participation in such collaborative and informative relationships shall be governed by agreement between the Association and the partner organization.
Article 30. Publicity and Confidentiality

1. No Member and no Adopter shall make any statement to the general public or the media pertaining to the Association or the work performed thereunder unless such statement has been approved by the Board.

2. Any confidential information provided by a Member or an Adopter to the Association and/or other Members and/or Adopters within the context of the Association shall be kept strictly confidential and shall be used for the sole purpose of, and only to the extent necessary for, participating in the Association, its Working Groups or Local ULE Alliance.

Article 31. Notices

1. A notice pursuant to the Articles shall be in writing and may be given by the Association to any Member and/or to any Adopter either personally or by sending it by post, by facsimile or by electronic mail to its registered address or principal place of business as last notified to the Permanent Secretariat, unless otherwise provided by these Articles. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 96 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where notice is served by facsimile or by electronic mail it shall be deemed to have been received on the day following the day on which it was transmitted.

2. Notice of every General Assembly shall be given in any manner herein before authorized to:
   a. every Member; and
   b. the members of the Board.

   No other person shall be entitled as of right to receive notices of General Assemblies.

Article 32. Amendment of the Articles of Association

1. The Articles may be amended only by a resolution of the General Assembly which has been convened with the statement that an amendment of the Articles will be proposed in that meeting. Such resolution may not be taken by way of a written procedure.

2. Those who have convened the General Assembly to discuss a motion to amend the Articles shall ensure that, at least 20 days before the meeting, a copy of such motion containing the verbatim text of the proposed amendment has been received by all Members and the Permanent Secretariat for inspection by the Members until the end of the day immediately preceding the day on which the meeting is held.

3. An amendment of the Articles shall become effective upon a resolution adopted in accordance with the paragraphs 1 and 2 of this Article 32.

Article 33. Dissolution

1. The Association may be dissolved by a resolution of the General Assembly which has been convened with the statement that dissolution of the Association will be proposed in that meeting. Such resolution may not be taken by way of a written procedure.

2. Those who have convened the General Assembly to discuss a motion to dissolve the Association shall ensure that, at least 20 days before the meeting,
a copy of such motion containing the verbatim text of the proposed amendment has been received by all Members and the Permanent Secretariat for inspection by the Members, until the end of the day immediately preceding the day on which the meeting is held.

3. An amendment of the Articles shall become effective upon a resolution adopted in accordance with the paragraphs 1 and 2 of this Article 33.

4. Unless the resolution to dissolve the Association specifies otherwise, any balance remaining after liquidation shall be divided among those who were Members at the time when the resolution to dissolve was adopted pro rata to the Annual Membership Fee payable by each of them.

Article 34. Language

All notices and reports shall be issued, and all meetings of the Association shall be held, in the English language. English shall be the working language of the Association.

Article 35. Governing Law – Disputes

1. The Articles and all regulations promulgated hereunder shall be governed by the substantive laws of Switzerland.

2. The courts in Berne have exclusive jurisdiction, subject to the provisions of paragraph 3.

3. Any and all disputes between the Association and its Members or among the Members arising out of, or in connection with, the Articles or any regulations promulgated thereunder, which cannot be resolved by amicable settlement, shall be settled in accordance with the Rules of the International Chamber of Commerce by three arbitrators. The place of arbitration shall be Berne. The arbitral proceedings shall be conducted in the English language. The Association reserves the right to apply for or to obtain relief from an ordinary court in an urgent matter or to protect its patents, trademarks, designs or copyrights or where there is no dispute (such as an undefended claim).

4. The decision of the arbitral tribunal shall be final and binding and the parties waive all challenge of the award in accordance with Article 192 of the Swiss Private International Law Statute.
Approved at the Constituent Assembly, Barcelona, Spain, on 30 January 2013

Andreas Zipp / Ruth Wilson for DECT Forum
Wabernstr. 40
3007 Bern, Switzerland

René Kohlmann for Dialog Semiconductor B.V.
Het Zuiderkruis 53,
5215 MV ’s-Hertogenbosch,
The Netherlands

Ulrich Grote for DSP Group Inc.
5 Shenkar Street, Herzelia,
Israel 46725

Erich Kamperschroer for Gigaset Communications GmbH
Hofmanstr. 61
D-81379 München

Andreas Zipp for VTech Telecommunications Limited
23/F, Tai Ping Industrial Centre Block 1
57 Ting Kok Road Tai Po
New Territories Hong Kong