

Zhaga Consortium Agreement

entered into by and between

Acuity Brands Lighting, Inc.

Cooper Lighting, LLC

OSRAM GmbH

Panasonic Corporation

Philips Lighting B.V.

Schröder SA

Toshiba Corporation

TRILUX GmbH & Co. KG

and

Zumtobel AG

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Zhaga Consortium Agreement

This charter for the Zhaga Consortium including its annexes, hereinafter referred to as the "Agreement", has been made between the following parties:

Acuity Brands Lighting, Inc., having its principal place of business at 1170 Peachtree Street NE, Atlanta, Georgia 30309, United States of America hereinafter referred to as "**Acuity**",

Cooper Lighting, LLC, [fill in complete name legal entity] having its principal place of business at 1121 Highway 74 South, Peachtree City, GA 30269, United States of America, hereinafter referred to as "**Cooper**",

OSRAM GmbH, having its principal place of business at Hellabrunner Strasse 1, Munich, 81543, Germany hereinafter referred to as "**Osram**",

Panasonic Corporation, having its principal place of business at 1006 Kadoma, Kadoma City, Osaka 571-8501, Japan, hereinafter referred to as "**Panasonic**",

Philips Lighting B.V., having its principal place of business at Mathildelaan 1, Eindhoven, The Netherlands, hereinafter referred to as "**Philips**",

Schröder SA, having its principal place of business at Rue de Lusambo 67, 1190 Brussels, Belgium, hereinafter referred to as "**Schröder**",

Toshiba Corporation, having its principal place of business at 1-1, Shibaura 1-chome, Minato-ku, Tokyo 105-8001, Japan, hereinafter referred to as "**Toshiba**",

TRILUX GmbH & Co. KG, having its principal place of business at Heidestrasse, 59759 Arnsberg, Germany, hereinafter referred to as "**Trilux**",

and

Zumtobel AG, having its principal place of business at Hochsterstrasse 8, 6850 Dornbirn, Austria, hereinafter referred to as "**Zumtobel**",

The aforesaid parties hereinafter collectively also referred to as "the Original Signatories".

WITNESSETH;

WHEREAS, the Original Signatories believe that the establishment of industry standardized interfaces for interchangeable LED light engines for general illumination will benefit consumers by facilitating accelerated adoption of LED light engines; and

WHEREAS it is believed that such standards will promote the interchangeability and use of LED based light engines and will be beneficial for consumers and for the lighting industry; and

WHEREAS the Original Signatories desire to establish and participate in a consortium for this purpose and to be open for third parties to join the consortium who can make a meaningful contribution to the creation and/or promotion of the industry standard, and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Original Signatories agree as follows:

1 Introduction

1.1 Definitions

The following terms have the meanings assigned to them below. Definitions may be used in plural or singular way.

"**Approved Zhaga Specifications**" means the Zhaga Specifications (or parts thereof) approved by the General Assembly in accordance with the terms and conditions of this Agreement.

"**Affiliated Company**", in relation to any party, means any one or more business entities:

- (a) owned or controlled by that party;
- (b) owning or controlling that party; or
- (c) owned or controlled by the business entity owning or controlling that party,

but only for as long as such ownership or control exists. A business entity is deemed to own or to control another business entity if more than 50% of the voting stock of the latter business entity, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% of the ownership of or control in the latter business entity) is directly or indirectly held by the owning and/or controlling business entity.

"**Associate Member(s)**" means any party that has joined the Consortium pursuant to Clauses 3.4 and 3.5, and whose membership has not ended or been terminated as provided for herein.

"**Associate Membership Agreement**" means the agreement in the form set out in Annex C hereto.

"**Automatic Dissolution**" shall have the meaning as provided for in Clause 19.3.

"**Commercial Requirements**" means the requirements for the Zhaga Specifications set out in Annex A hereto, and updates thereof approved in accordance with the Voting Rules.

"Confidential Information" shall mean all information disclosed by either Party or any of its Affiliated Companies or sub-contractors pursuant to this Agreement that is labelled as "Confidential", "Secret" or similar qualification (or, in the case of intangible disclosure, is identified as being confidential at the moment of such disclosure and summarised in writing, labelled as "Confidential", "Secret" or similar qualification, and communicated to the receiving Party within 20 days after such intangible disclosure) shall be deemed to be confidential and shall hereinafter be referred to as "Confidential Information".

"Consensus Decision" means a decision supported by all of the votes cast. For purposes of the foregoing, an abstention shall not be counted as a vote.

"Consortium" means the Consortium named "Zhaga Consortium", established and operated under this Agreement as a voluntary group of the independent Members, as provided further in Clause 3.

"Consortium Effective Date" means February 3, 2010.

"Contribution" means any input by any Member within the framework of the Consortium's activities, including proposing any additions, modifications and changes to the Zhaga Specifications, or new Zhaga Specifications or any portion thereof made on any medium.

"Dissolution" shall have the meaning as provided for in Clause 19.

"Essential Claim" shall mean in relation to an Approved Zhaga Specification all those and only those claims of any IPR the use of which is prescribed and thus would inevitably be infringed when realizing an interface between a LED light engine and a luminaire compliant with that Approved Zhaga Specification, provided and to the extent that the Approved Zhaga Specification is within the Scope. For the avoidance of doubt, claims related to implementations of other recognized standards, not created by the Zhaga Consortium and included in an Approved Zhaga Specification by reference, shall not be Essential Claims.

"Essential IPR" shall mean in relation to a legal entity and any Approved Zhaga Specification any IPR that (i) is or will be owned, controlled or licensable, subject to the next sentence, by that legal entity, any of its Affiliated Companies or any of its sub-contractors involved in setting that Approved Zhaga Specification; and (ii) which comprises one or more Essential Claims in relation to that Approved Zhaga Specification. Essential IPR shall not include IPR that when licensed pursuant to this Agreement would require a payment of royalties or other consideration by the legal entity granting such license ("Licensor") to any third party other than the Affiliated Companies and the sub-contractors of the Licensor.

"General Assembly" means the assembly of the Members as described in Clause 9.1.

"General Assembly Representative" shall have the meaning as defined in Clause 9.1.

"Intellectual Property Right" or "IPR" shall mean any patent, utility certificate and utility model as well as any registration, application, renewal, extension, combination, division, continuation or reissue of any of the foregoing in any country.

"Logo" means the Zhaga mark which may be placed on a product if the product complies with the Logo Guidelines.

"Logo Guidelines" means the conditions for allowing products to carry the Zhaga Logo.

"Logo Licensing Work Group" shall have the meaning as defined in Clause 11.8.

"Majority Decision" means an affirmative vote of more than 50% of the total number of Regular Members entitled to vote on a matter and participating in such vote (telephonically, electronically or physically, as applicable); provided that the following numbers shall not be counted in the denominator in the calculation of 50% above; (1) Regular Members abstaining, and (2) Regular Members not voting.

"Members" means a reference to the Regular Members and Associate Members collectively or a reference to an individual Regular Member or Associate Member as the case may be.

"Membership Fee" has the meaning as defined in Clause 8.2.

"Member's Effective Date" means, with respect to the Original Signatories, the Consortium Effective Date or the date on which such Original Signatory signed this Agreement, whichever date is later, and with respect to members that joined by signing a Regular Memberships Agreement or Associate Memberships Agreement, the effective date of that agreement.

"Objectives" mean the objectives of the Consortium as set forth in Clause 2.

"Original Signatories" has the meaning as defined above.

"Promotion Work Group" means the Work Group with the charter as defined in Clause 11.8.

"Qualified Majority Decision" means an affirmative vote of more than 65% of the total number of Regular Members entitled to vote on a matter and participating in such vote (telephonically, electronically or physically, as applicable); provided that the following numbers shall not be counted in the denominator in the calculation of 65% above; (1) Regular Members abstaining, and (2) Regular Members not voting .

"Quorum" means the minimum percentage of Members participating in a vote required for making a valid decision; provided that only Members that have the right to vote on such decision shall be counted in the denominator in the calculation of such percentage.

"Regular Member(s)" means any Original Signatory of the Consortium that has executed this Agreement within two (2) months after the Consortium Effective Date and is therefore a member of the Consortium, and/or any party that has joined the Consortium according to Clause 3.2 and whose membership has not ended or been terminated as provided for herein.

"Regular Membership Agreement" means the agreement in the form set out in Annex B hereto.

"Scope" shall have the meaning as provided for in Annex E hereto.

"Secretary General" shall mean a person appointed by the General Assembly in accordance with Clause 12.1 hereof.

"Steering Committee" means the Steering Committee as described in Clause 10.1 below established as the day to day management body of the Consortium.

"Steering Committee Member" means a Regular Member elected in the Steering Committee in accordance with Clause 10.2.

"Steering Committee Representative" means a Steering Committee Member's appointed representative in the Steering Committee.

"**Technical Coordination Work Group**" has the meaning as provided for in Clause 11.8.

"**Voting Rules**" mean the rules for making decisions in the General Assembly, Steering Committee and the Work Groups as set out in Annex D, and modified from time to time as provided for herein.

"**Work Group**" means a work group of the Consortium established in accordance with the provisions set out in Clause 11.1 below.

"**Zhaga Specification**" means the technical specifications for the interfaces of LED light engines, to be developed by the Consortium. The basic requirements for the Zhaga Specifications are outlined in Annex A hereto.

2 Objectives

2.1 The objectives of the Consortium are:

- (a) To define standardized interfaces (i.e. Approved Zhaga Specifications) between luminaires and LED light engines, in accordance with the Scope, to enable interchangeability of LED light engines in such luminaires; and
- (b) To promote adoption and application of Approved Zhaga Specifications; and
- (c) To enable product differentiation of interchangeable LED light engines with standardized interfaces and differentiation of the luminaires using such LED light engines; and
- (d) To promote adoption of Approved Zhaga Specifications by all manufacturers of LED light engines and luminaires; and
- (e) To organize verification, testing, and certification services in relation to the Approved Zhaga Specifications, inter alia through qualified independent test labs; and
- (f) To promote formal standardization by offering the Approved Zhaga Specifications to a Standard Development Organization (SDO).

For the avoidance of doubt, the Objectives do not prevent or obstruct any Member in any way from participating in or from supporting any research or development for any standard which is a competitive standard format to any present or future Approved Zhaga Specification developed by the Consortium; provided, however, that such participation or support of research and development must be conducted in a manner consistent with the obligations hereunder.

3 Membership

3.1 Each Original Signatory that has signed this Agreement within two (2) months after the Consortium Effective Date shall be deemed a Regular Member.

- 3.2** The Consortium shall be open for participation for any legal entity which demonstrates its ability and willingness to make an active and material contribution to the Objectives. In order for any legal entity to become a Regular Member of the Consortium after the Consortium Effective Date it must; (i) submit a written request by courier, or fax, for membership to the Secretary General; and (ii) correctly fill out, sign and include in the written request the Regular Membership Agreement as provided for in Annex B by a representative duly authorized to sign the Regular Membership Agreement. The entity will only be deemed a Regular Member upon fulfillment of both conditions and after the Regular Membership Agreement is countersigned by the Secretary General. The Secretary General shall countersign a correct application for Regular Membership without unnecessary delay. Furthermore the Secretary General shall sign the Regular Membership Agreements in the order of receipt.
- 3.3** The original copy of the executed Regular Membership Agreement shall be kept by the Secretary General on behalf of the Members. Each Regular Member shall be entitled to receive a copy of such Regular Membership Agreement by making a request to the Secretary General. The Secretary General shall keep a record of all third party applications for membership.
- 3.4** The Consortium shall also be open for participation by Associate Members. In order for any legal entity to become an Associate Member of the Consortium after the Consortium Effective Date it must; (i) submit a written request by courier, or fax, for associate membership to the Secretary General; and (ii) correctly fill out, sign and include in the written request the Associate Membership Agreement as provided for in Annex C by a representative duly authorized to sign the Associate Membership Agreement. The entity will only be deemed an Associate Member upon fulfillment of both conditions and after the Associate Membership Agreement is countersigned by the Secretary General. The Secretary General shall countersign a correct application for Associate Membership without unnecessary delay.
- 3.5** The original copy of the executed Associate Membership Agreement shall be kept by the Secretary General on behalf of the Members. Each Member shall be entitled to receive a copy of such Associate Membership Agreement by making a request to the Secretary General. The Secretary General shall keep a record of all third party applications for associate membership.
- 3.6** The Secretary General is herewith provided with the authority to countersign the Regular Membership Agreements and the Associate Membership Agreements on behalf of the Consortium.
- 3.7** No Affiliated Company of a Member may become a Member and the Member will as soon as possible inform the Secretary General if any of its Affiliated Companies has applied for membership or is already a Member. The same shall apply in case of an acquisition by a Member of another company which is a Member. If an Affiliated Company of a Member is also a Member, then the Steering Committee shall terminate the membership of such Member. For the avoidance of doubt, and notwithstanding any other provision herein, the Secretary General can refuse an application for membership by an Affiliated Company of a Member.

4 Responsibilities of Members

- 4.1 Each Regular Member is expected to participate in the activities of the Consortium and shall be willing to actively promote the achievement of the Objectives. Specific recommendations or requirements for such promotion or achievement may be specified by the Steering Committee from time to time.
- 4.2 Each Regular Member shall be responsible for organising its own work and actions with respect to fulfilment of its rights and obligations under this Agreement.
- 4.3 Each Regular Member shall assign representatives of appropriate qualification and experience for its participation in the activities in the Consortium.
- 4.4 The Members shall at all times act in good faith towards each other in fulfilment of their obligations hereunder.
- 4.5 Each Member shall be willing to promote and, if applicable, achieve the Objectives.
- 4.6 All rights and obligations under this Agreement become effective on the Member's Effective Date.

5 Right to use Sub-contractors

- 5.1 Each Regular Member has the right to use sub-contractors for the performance of its obligations in a Work Group, provided that;
 - (a) the sub-contractor has been identified to the chairperson of the Steering Committee and Work Group by written notice given in due time; and
 - (b) the Regular Member has confirmed in writing to the chairperson of the Steering Committee that the sub-contractor has, prior to the start of the subcontracted work, bound itself in writing to confidentiality obligations which are equal to or more restrictive than those set out in this Agreement and to the licensing obligations set out in Clause 13; and
 - (c) the sub-contractor will report and disclose, in writing to the chairperson of the Work Group and Steering Committee, any potential conflict of interest; and
 - (d) the Regular Member shall warrant that the sub-contractor will fulfil the licensing obligations as stated in Clause 13 (Intellectual Property); and
 - (e) the Regular Member, notwithstanding it has appointed a sub-contractor, shall be and remain liable to all other Members for its obligations under the Agreement for itself and its sub-contractor.

6 Withdrawal and Removal

- 6.1** Any Member may withdraw from the Consortium at any time by giving written notice to the Secretary General. The withdrawal shall be sent by courier and shall be effective upon the receipt by the Secretary General. In case of withdrawal there will be no restitution of any paid Membership Fee. The Secretary General will promptly inform the Steering Committee and the General Assembly.
- 6.2** The chairperson of the General Assembly or the General Assembly may initiate the termination of the membership of any Member from the Consortium in accordance with the Voting Rules in the event that:
- (a)** a Member has failed to pay its Membership Fee and the Membership Fee has been overdue for more than ninety (90) days regardless of whether the Member pays the Membership Fee after the ninety (90) days period; or
 - (b)** a Member becomes bankrupt or insolvent or discontinues business; or
 - (c)** the Member (or any of their Affiliated Companies or sub-contractors) has breached the confidentiality obligations as provided for in Clause 17 (Confidentiality) hereof; or
 - (d)** the Member (or any of their Affiliated Companies or sub-contractors) breaches its obligations as provided for in Clause 13 (Intellectual Property) hereof; or
 - (e)** the Regular Member has not participated in the General Assembly meetings, if any, and Workgroup meetings for more than 6 months.
- 6.3** Upon withdrawal or removal from the Consortium in accordance with Clauses 6.1 or 6.2, the ex-Member's rights and obligations under this Agreement shall cease, except that any obligation as a Member which accrued before such withdrawal or removal, including, but not limited to (i) the obligations to grant licenses and licenses granted by such ex-Member (and its Affiliated Companies) under Clause 13 (Intellectual Property) prior to its withdrawal or removal, (ii) the confidentiality obligations as provided for in Clause 17 (Confidentiality), (iii) Clause 15 (No warranties) and (iv) Clause 16 (Limitation of Liability), shall remain in full force and effect and survive its withdrawal or removal.
- For avoidance of doubt and in addition to the previous paragraph, the obligations under Clause 13.1 shall not apply in relation to Approved Zhaga Specifications approved by the General Assembly after the withdrawal or removal of said ex-Member becomes effective, except for claims that, due to a Contribution of said ex-Member made while the ex-Member was a Member, would have become an Essential Claim.
- 6.4** A Member that has withdrawn or is removed from the Consortium shall not be entitled to repayment of any costs or expenses incurred for the fulfilment of its commitments, obligations or rights in relation to this Agreement and shall neither receive any restitution of any Membership Fees.

7 Enforcement

- 7.1** Should the Steering Committee decide to initiate legal proceedings or make a claim against a Member or an ex-Member in relation to the breach of obligations of that Member or ex-Member or any third party in relation to the activities of the Consortium, the chairperson of the Steering Committee will notify all Members of the proposed proceeding and, subject to Clause 7.2, will assess which Member(s) is willing to participate as party in such proceeding or claim. In the event a Member is asked and accepts to represent the other Members who wish to be represented in such proceedings or claims ("Joining Members"), the Joining Members agree to execute the necessary authorization documents and provide full cooperation to such representing Member. As part of such cooperation, the Joining Members hereby agree;
- (a)** that they will share among them (including the representing Member(s)) reasonable costs and expenses incurred by the representing Member(s) for such proceedings or claims and have joint and several liability to indemnify such representing Member(s) against any loss or damages suffered by such Joining Member(s) in such proceedings or claims, with the exception of the pro rated share of the representing Member; and
 - (b)** that such representing Member(s) shall also, after deduction of reasonable costs and expenses for the proceedings, equally share with the Joining Members any amounts gained or recovered in such proceedings or claims.
- 7.2** Notwithstanding Clause 7.1 above, a Member that voted against the decision to initiate legal proceedings, or that was not present and/or did not participate by proxy in the meeting at which a decision was taken in the sense of Clause 7.1 shall have no obligation to participate in any litigation without its express written consent, and such Member will not have any obligations under Clause 7.1 above.

8 Expenses and Membership Fees

- 8.1** Unless otherwise set forth in this Agreement, each Member shall bear its own costs incurred in performing its commitments, obligations and responsibilities as a Member in accordance with this Agreement.
- 8.2** Each Member shall pay the annual membership fees as set by the General Assembly in accordance with the Voting Rules. As per the Consortium Effective Date, the Membership Fee for Regular Members is ten thousand Euros (EUR 10,000) per annum, and the Membership Fee for Associate Members is one thousand Euros (EUR 1,000) per annum. The respective Membership Fees are due for each calendar year. Each Member shall pay the Membership Fees to the bank account designated by or on behalf of the Secretary General. The bank account shall be held with an international reputable bank. The bank account shall be interest bearing and the interest on such bank account shall accrue for the benefit of the Consortium.

- 8.3** The Membership Fees are intended to cover the following joint costs and expenses related to the Consortium;
- (a)** Costs related to the Secretary General if this function is fulfilled by a third party not being a representative of a Regular Member and costs made for the fulfilment of the tasks of the Secretary General which are performed and invoiced by a third party;
 - (b)** Costs related to the promotion of the Approved Zhaga Specifications and maintenance of a dedicated website, press releases and Zhaga Logo design;
 - (c)** Costs related to the trademark filing and prosecution of the Zhaga Logo and costs related to the trademarks in general (including for example legal fees related to actions related to infringement, challenges or misuse);
 - (d)** Costs related to the organization of the certification and compliance testing, whereby it is however acknowledged that actual compliance testing of products will be for the account of the submitting party;
 - (e)** Any other costs and expenses which the General Assembly or Steering Committee determines, in accordance with the Voting Rules, to be in line with the Objectives; and
 - (f)** Costs related to the organization of meetings of the General Assembly, Steering Committee and Work Groups.
- 8.4** Should the Membership Fees not be sufficient for coverage of the costs and expenses stated in Clause 8.3, the General Assembly may decide, in accordance with the Voting Rules, that the Membership Fees will be increased, however in line with the general principle that the fees will not become prohibitive or discriminatory.
- 8.5** Should the General Assembly determine that the Membership Fees are set at a level significantly higher than required for covering the costs as described in Clause 8.3, it may then decide in accordance with the Voting Rules to decrease the Membership Fees.
- 8.6** Should the Consortium have a surplus balance in cash and it is determined by the General Assembly, in line with the Voting Rules, that some of these funds are not necessary for the Objectives of the Consortium, then the General Assembly may determine that part of the surplus in funds will be returned to the Members. The calculation of the actual amount to be returned to the Members shall be based on the following principles: (i) duration of membership of the Member, (ii) actual payments made by the Members, (iii) pro rata calculation, (iv) there will be no set off with Membership Fees, (v) the Steering Committee will prepare a proposal for the return of surplus funds, (vi) ex-Members shall not be entitled to any reimbursement.
- 8.7** Notwithstanding the foregoing, any new Member which joins the Consortium during the calendar year shall pay a pro rata Membership Fee with a minimum of twenty five percent (25%) of the annual Membership Fee. The same principle applies for the Original Signatories to this Agreement.
- 8.8** The Membership Fees are to be paid annually and are due on January 31 of each calendar year. Notwithstanding the foregoing the Membership Fee (i) for the first calendar year is due within sixty (60) days following the Members Effective Date for the Original Signatories who have executed this Agreement, or (ii) for new Members not being Original Signatories the fees are due within thirty (30) days following the execution of the Regular Membership Agreement or Associate Membership Agreement.

- 8.9** Notwithstanding any other provision herein, in the event the Secretary General collects the Membership Fees, any reasonable and proven costs associated therewith shall be compensated to such Secretary General (in case such collecting task was not consigned to third party) by the Consortium from the Membership Fees.
- 8.10** With respect to expenses by the General Assembly, Steering Committee, Work Groups or Secretary General, all expenses need to be pre-approved by the Steering Committee, either by way of a pre-set (annual) budget or by means of individual approval.
- 8.11** The Secretary General shall provide regular (but at least annual) reports on the expenses and income of the consortium. This information shall be submitted to the General Assembly or to individual Regular Members after written request to the Secretary General.

9 General Assembly

- 9.1** The General Assembly shall consist of all Members of the Consortium. Each Member shall name a representative ("General Assembly Representative"), as well as a deputy representative ("Deputy GA Representative"), who may serve on the General Assembly in the absence of the General Assembly Representative. Each Member shall be at liberty to replace its General Assembly Representative and Deputy GA Representative at any time by written notice (letter, fax, email) to the chairperson of the General Assembly and the Secretary General. For the avoidance of doubt, the representative of a Member may also be an internal or external employee of the Member or of an Affiliated Company.
- 9.2** The General Assembly shall meet at least twice per calendar year. A General Assembly meeting will also be held within thirty (30) days when so requested in writing by the chairperson of the Steering Committee to the chairperson of the General Assembly, or in the event three (3) or more Regular Members request for a General Assembly meeting.
- 9.3** The chairperson of the Steering Committee can submit agenda items to the chairperson of the General Assembly and these items will be part of the General Assembly meeting. In the event a Regular Member wishes to have an agenda item on the agenda of the next General Assembly meeting which agenda item can result in a voting, the chairperson of the General Assembly shall place such item on the agenda.
- 9.4** General Assembly meetings will be held at the time and place as decided by the chairperson of the General Assembly, whereby the principle is that the place of the meeting will rotate mainly between Europe, Asia and North America. Agenda's for such meetings will be circulated in advance to the General Assembly Representatives at least one week prior to the meeting. Notwithstanding the foregoing, meetings may be held in person, or by any combination of audio conferencing or video conferencing. The chairperson of the General Assembly shall notify each General Assembly Representative at least fourteen (14) days in advance. The expenses related to the organization of a General Assembly meeting will be paid from the Membership Fees, which means for the avoidance of doubt that for example costs related to travelling, accommodation, telephone costs, food, hours spent, are paid for by the individual Members themselves.

- 9.5** The chairperson or the vice chairperson of the General Assembly shall promptly distribute any Zhaga Specification that is approved by the Steering Committee and submitted to the chairperson and/or the vice chairperson. In addition, the chairperson or the vice chairperson shall immediately schedule a meeting with the possibility of participation via telephone for approval or rejection of the Zhaga Specification with at least twenty-one (21) days notice.
- 9.6** The voting rules for decisions of the General Assembly are set out in Annex D. The General Assembly may decide to change the Voting Rules. Such decision to change the Voting Rules must itself be taken in accordance with the then current version of the Voting Rules. Each Regular Member shall have one vote at General Assembly meetings. Associate Members do not have voting rights.
- 9.7** A vote cast by e-mail constitutes valid and effective votes. Such vote may be cast inside and outside the context of a General Assembly meeting. A decision taken based on such votes shall be a valid decision, provided (a) the voting was initiated by the chairperson and (b) there was at least two weeks time between initiating the voting procedure and counting the votes.
- 9.8** The General Assembly shall elect from the representatives of the Regular Members a chairperson and a vice-chairperson (in two separate election procedures) in accordance with Annex G. Such election shall take place at the first meeting of the General Assembly each year promptly following the anniversary of the Consortium Effective Date. The Original Signatories shall appoint an interim chairperson to serve from the Consortium Effective Date until the first meeting of the General Assembly. The Member from which a chairperson or a vice-chairperson was elected may name replacement representative. In such case, such chairperson and vice-chairperson shall not have a voting right.
- 9.9** The chairperson and vice-chairperson will remain in their position until their successors have been elected by the General Assembly. Notwithstanding the foregoing however, the elected chairperson or vice-chairperson shall automatically be withdrawn in the event the Regular Member which is represented by the chairperson or vice-chairperson withdraws or is removed as a Member. Notwithstanding the foregoing however, in the event the chairperson or vice-chairperson has relinquished its position, or in any other event the chairperson or vice chairperson is no longer in function, the General Assembly will then elect a new chairperson and or vice-chairperson during the next General Assembly meeting.
- In the event (i) the chairperson has relinquished its position the vice-chairperson shall organize the General Assembly meeting, or (ii) the chairperson and vice-chairperson have relinquished their position simultaneously the Secretary General shall organize the General Assembly meeting.
- 9.10** The minutes of the General Assembly meetings shall be kept by the chairperson (or his delegate) and these minutes shall be promptly distributed to all Members.
- 9.11** The General Assembly may decide, in accordance with the Voting Rules, to submit an Approved Zhaga Specification to a standards development organization (SDO).
- 9.12** The General Assembly may decide, in accordance with the Voting Rules, to change the maximum number of Steering Committee Members.

10 Steering Committee

- 10.1** The Steering Committee shall be the body in charge of the day to day management of the Consortium. Only Regular Members may serve on the Steering Committee. The Steering Committee consists of a maximum of fifteen (15) Regular Members.

The first Steering Committee Members shall be the first fifteen (15) Regular Members which have become a Regular Member of the Consortium, either by signing this Agreement as Original Signatory or as party becoming a Member by means of the procedure of Clause 3.2 and 3.3. The Member's Effective Date shall be leading.

The first election of the Steering Committee Members (in line with Annex F) shall take place at the first General Assembly meeting after the first anniversary of the Consortium Effective Date. The rules as provided for in Annex F shall be applicable for such elections. Thereafter the Steering Committee Members shall each year be elected during the General Assembly meeting which is promptly held after each anniversary of the Consortium Effective Date in accordance with Annex F.

- 10.2** Each Steering Committee Member shall name a representative ("Steering Committee Representative"), as well as a deputy representative, who may serve on the Steering Committee in the absence of the Steering Committee Representative. Each such Regular Member shall be at liberty to replace its Steering Committee Representative and deputy representative at any time by written notice (letter, facsimile, e-mail) to all the other Steering Committee Representatives and the Secretary General. For the avoidance of doubt, a Steering Committee Representative may also be an internal or external employee of the Member or of an Affiliated Company.

- 10.3** The Steering Committee shall meet when requested by any of the Steering Committee Representatives (or deputy representative) in writing to all the other Steering Committee Representatives and approved by the chairperson of the Steering Committee. Unless otherwise provided for in Clause 10.2, only the Steering Committee Representatives may participate in the Steering Committee meetings. Notwithstanding the above, Steering Committee meetings will be held at least once per calendar quarter, with the time and place of each meeting as decided by the chairperson of the Steering Committee. The principle with respect to the place of the meeting is that the place shall rotate mainly between Europe, Asia and North America; however the composition of the Steering Committee is decisive in where the meetings will be (i.e. if there are five Asian Steering Committee Members then approximately one third of the meetings shall take place in Asia). Agenda's for such meetings will be circulated in advance to the Steering Committee Representatives. Meetings may be held in person, or by any combination of audio conferencing or video conferencing. The chairperson of the Steering Committee shall notify each Steering Committee Representative at least fourteen (14) days in advance.

- 10.4** Each Steering Committee meeting will be hosted by one of its members. Hosting of Steering Committee meetings shall rotate among its members in accordance with a schedule as determined by the Steering Committee. The expenses related to the organization of a Steering Committee meeting will be paid from the Membership Fees, which means for the avoidance of doubt that for example individual costs related to travelling, accommodation, telephone costs, food, hours spent, are paid for by the participating Regular Members themselves. Each Steering Committee Member has a right to attend such meetings and shall make reasonable efforts to attend all the Steering Committee meetings.

- 10.5** The voting rules for decisions of the Steering Committee are set out in Annex D. Each Steering Committee Member has one vote at Steering Committee meetings. The Steering Committee Members shall take reasonable efforts to ensure that decisions are taken on the basis of consensus, however in case there is no consensus the decisions will be taken in accordance with the Voting Rules.
- 10.6** A vote cast by e-mail constitutes valid and effective votes. Such vote may be cast inside and outside the context of a Steering Committee meeting. A decision taken based on such votes shall be a valid decision, provided (a) the voting was initiated by the chairperson and (b) there was at least two weeks time between initiating the voting procedure and counting the votes.
- 10.7** The Steering Committee shall in first instance elect a chairperson and in second instance a vice-chairperson (i.e. in two separate voting procedures) in accordance with Annex G. Such election shall take place each year promptly following the anniversary of the Consortium Effective Date. The Regular Member from which a chairperson or a vice-chairperson was elected may name replacement representative. In such case, such chairperson and vice-chairperson shall not have a voting right.
- 10.8** The chairperson and vice-chairperson will remain in their position until their successors have been elected by the Steering Committee. Notwithstanding the foregoing however, in the event the chairperson or vice-chairperson has relinquished its position, or in any other event the chairperson or vice chairperson is no longer in function, then the Steering Committee will elect a new chairperson and or vice-chairperson. Furthermore, the elected chairperson or vice-chairperson shall automatically be discharged in the event the Regular Member represented by the chairperson or vice-chairperson withdraws or is removed as Member.
- In the event (i) the chairperson has relinquished its position the vice-chairperson shall organize the Steering Committee meeting, and (ii) the chairperson and vice-chairperson have relinquished their position simultaneously the Secretary General shall organize the Steering Committee meeting.
- 10.9** Minutes of the Steering Committee meetings shall be kept by the chairperson (or his delegate) during all meetings of the Steering Committee, and minutes shall be promptly distributed to the Regular Members.
- 10.10** If a Steering Committee Member withdraws or is removed as a Regular Member, the vacancy of the membership of the Steering Committee shall not be filled before the next elections by the General Assembly when all positions in the Steering Committee will be elected from among the Regular Members.
- 10.11** The Steering Committee may decide, in accordance with the Voting Rules, to approve draft Zhaga Specifications submitted by a Work Group, in which case the Zhaga Specifications become proposed Zhaga Specifications. The Steering Committee shall submit the proposed Zhaga Specifications to the chairperson and to the vice chairperson of the General Assembly. The General Assembly shall approve or reject such submitted proposed Zhaga Specifications, in accordance with Annex H. Such rejection shall need to take place at the next General Assembly meeting.
- 10.12** The Steering Committee may decide, in accordance with the Voting Rules, to issue a press release on behalf of the Zhaga Consortium.
- 10.13** The Steering Committee may decide, in accordance with the Voting Rules, to send notice of material breach to a Member.

- 10.14** The details of the contracts with the Secretary General, in case such Secretary General is a third party, shall be determined and decided by Steering Committee.

11 Work Groups

- 11.1** The Steering Committee may establish or dissolve Work Groups in accordance with the Voting Rules. Only Regular Members are entitled, but not obliged, to participate in any Work Group. All Regular Members participating in any Work Group shall work constructively towards achievement of the charter of the Work Group and the Objectives in general.
- 11.2** The Steering Committee shall, when establishing a Work Group, determine the specific technical field of activity, objectives, work procedures (including, but not limited to roadmap and timetable) and chairperson and vice-chairperson of such Work Group.
- 11.3** The Steering Committee shall provide to all Regular Members timely notice of the formation of each Work Group as well as its technical field of activity, objectives and work procedures.
- 11.4** Each Work Group shall have regular meetings at such frequency as appropriate to meet the charter provided by the Steering Committee and the Objectives in general and the work procedures of the Work Group. Time and place of Work Group meetings shall be determined by the Work Group. Representatives from a Regular Member at each Work Group meeting (excluding the chairperson and the vice-chairperson of the Work Group) shall not exceed two (2) individuals unless otherwise admitted by the chairperson of the Work Group. For the avoidance of doubt, a representative from a Regular Member may also be an internal or external employee of the Member or of an Affiliated Company.
- 11.5** The Regular Members which are part of the Work Group shall attempt to take decisions on the basis of consensus. To the extent that it is not possible to reach consensus in a timely manner, the Work Group shall be entitled to take decisions by voting in accordance with the Voting Rules. The Regular Members in the Work Group shall not have voting rights for decisions taken within the Work Group, if (i) that Regular Member is more than ninety (90) days late in paying its Membership Fee, or (ii) the Regular Member was not represented in the Work Group in two out of the last three (3) meetings prior to the meeting in which the voting takes place.
- 11.6** A vote cast by e-mail constitutes valid and effective votes. Such vote may be cast inside and outside of the context of a Work Group meeting. A decision taken based on such votes shall be a valid decision, provided (a) the voting was initiated by the chairperson and (b) there was at least two weeks time between initiating the voting procedure and counting the votes,.
- 11.7** Work Groups shall make regular reports of their activities and submit these to the Steering Committee. The Work Groups shall also provide their (draft) Zhaga Specifications, if any, to the Steering Committee for approval.

- 11.8** The Consortium shall have a permanent Work Group for promotion (“Promotion Work Group”), for technical coordination (“Technical Coordination Work Group”), and a Work Group for Logo licensing and market surveillance (“Logo Licensing Work Group”). The charter of the Promotion Work Group includes, without limitation, the maintenance of a Consortium website, give presentations, participation in public debates concerning LED light engine standardization. The charter for the Technical Coordination Work Group shall include the coordination of specifications.

12 Secretary General

- 12.1** The General Assembly shall appoint a Secretary General in accordance with the Voting Rules. Such election shall take place at the first meeting of the General Assembly and every two years promptly following the second anniversary of the Consortium Effective Date. The Original Signatories shall appoint an interim Secretary General to serve from the Consortium Effective Date until the first meeting of the General Assembly.
- 12.2** The tasks of the Secretary General are
- (a)** to promote and facilitate communication between the Members and between the bodies of the Consortium,
 - (b)** liaise with other standardisation bodies for the benefit of the Consortium in line with the Objectives,
 - (c)** be responsible for the financial administration of the Consortium,
 - (d)** the execution of any contracts with any third party after the relevant approval, and
 - (e)** any other task as provided for herein or task appointed by the Steering Committee or General Assembly.
- 12.3** The chairperson of the Steering Committee and the Secretary General shall be the official spokespersons for the Consortium.
- 12.4** The Secretary General shall report all related activities to the chairperson of the General Assembly and shall not have any authority (other than as explicitly provided herein) to bind the Consortium.
- 12.5** The reasonable salary costs of the Secretary General will be paid from the Membership Fees if a third independent party is contracted for this function. Furthermore – following the prior approval of the Steering Committee - the Secretary General may contract third parties to perform tasks related and connected to Clause 12.2(c) and other administrative functions, and the costs related thereto shall be paid for by the Membership Fees. The written agreement with such third party also needs approval by the Steering Committee.

13 Intellectual Property Rights

- 13.1** Each Member shall grant and shall cause its Affiliated Companies and its respective sub-contractors (as provided for in Clause 5) to grant, on written request, a royalty-free, non-exclusive, non-transferable, irrevocable, world-wide license under the Essential IPR of that Member for commercially exploiting LED light engines and luminaires fully complying with any Approved Zhaga Specification to the other Members and their Affiliated Companies and to third parties, subject to the condition that the party enjoying such license shall in turn grant and cause their Affiliated Companies and their respective sub-contractors (as provided for in Clause 5) to grant a royalty free, non exclusive, worldwide, non transferable, irrevocable license of equivalent scope and to equivalent conditions under their Essential IPR to such Member and its Affiliated Companies as well as to all other Members and their Affiliated Companies and any third party. For the avoidance of doubt: (i) only Essential Claims fall within the scope of this undertaking, and (ii) commercial exploitation shall include, but is not limited to, make, sell, offer for sale, import otherwise dispose of, and have made LED light engines, luminaires and components for the foregoing.
- 13.2** No Member shall be required under this Agreement to grant or cause any of its Affiliated Companies and its respective sub-contractors (as provided for in Clause 5) to grant a license under any claims of any IPR, the use of which is not prescribed when realizing an interface between a LED light engine and a luminaire compliant with any Approved Zhaga Specification.
- 13.3** For the purposes of the definition of Essential IPR, Clauses 13.1 and 13.2 above, the use of a claim is “prescribed” if and only if, it can be determined from comparing the relevant language of the Approved Zhaga Specification with the language of the respective claim that it is and always will be impossible to realize a product with an interface between a LED light engine and a luminaire compliant with that Approved Zhaga Specification without falling in the scope of protection of that claim.
- 13.4** All use of rights with respect to the copyright (subsequently denoted as copyright) in the Zhaga Specifications as a compilation shall be jointly owned by the Regular Members. If a Regular Member withdraws or is removed from the Consortium pursuant to Clause 6, such Member shall assign and transfer its share in the ownership of the copyright in the compilation but not in its own Contribution to the remaining Members. Any other transfer of ownership of the copyright in the Approved Zhaga Specification as a compilation shall only be allowed after a formal decision by the Steering Committee.
- 13.5** No Member shall distribute, or authorize the distribution of Zhaga Specifications or Approved Zhaga Specifications to any non-member of the Consortium without prior formal decision by the Steering Committee. Notwithstanding the previous sentence, Members are entitled to share the Zhaga Specifications and Approved Zhaga Specifications with their Affiliated Companies.
- 13.6** No Member shall assert its copyright in any of his Contributions in relation to any Zhaga Specification or Approved Zhaga Specification.
- 13.7** A Member shall assert its copyright in the compilation only if such assertion is approved in advance by the Steering Committee. When approving such assertion, the Steering Committee may provide that the asserting Member will be reimbursed for certain of its costs incurred related to the assertion.

- 13.8** Except as provided in Clause 17.9, no Member shall use the name or trademarks of any other Member or of any employee of another Member, or any adaptation of such name or marks, in any advertising, promotional or sales literature or other publicity, without the prior written approval of the other Member. In this Clause 13.8, reference to a Member shall include the Affiliated Companies of that Member.
- 13.9** The Steering Committee may select a trademark to be used as the Logo for indicating LED light engines and luminaires that are compliant with any of the Approved Zhaga Specifications, and appoint a Regular Member to prepare, file, prosecute and maintain the trademark on behalf and for the exclusive benefit of the Consortium. When and to the extent reasonably requested in writing by the appointed owner, the other Members shall support and assist the appointed owner in its tasks relating to prosecution, maintenance and opposition or revocation proceedings against the trademark. The appointed owner and the assisting Members, if any, will be reimbursed for the related costs. The appointed owner shall not assign ownership of the trademark except when the appointed owner (i) withdraws or is removed from the Consortium, (ii) goes bankrupt or a receiver is appointed, or (iii) is requested by the General Assembly, in accordance with the Voting Rules, to transfer the ownership to another Regular Member or to another legal entity, provided that the new appointed owner shall have the same rights and obligations as the appointed owner. If requested by the General Assembly, the ownership shall be transferred as soon as possible and whereby it is furthermore agreed that the consideration for the trademark shall be 1 euro. The costs (including fiscal costs) associated with the transfer of the trademark shall be for the account of the Consortium. In case of Dissolution or Automatic Dissolution the appointed owner may determine whether to prolong or not the registrations.
- 13.10** The appointed owner of the trademark or any other Regular Member shall not enforce the trademark in relation to LED light engines or luminaires compliant with the Approved Zhaga Specification provided that the trademark is used according to the Logo Guidelines issued by the Steering Committee. The owner or any other Regular Member shall be entitled to enforce the trademark only after prior consent of the Steering Committee. When approving such assertion, the Steering Committee may decide that the asserting Regular Member will be reimbursed for certain of its costs incurred related to the assertion.
- 13.11** The Steering Committee may request the Promotion Work Group to prepare a Logo and Logo Guidelines. The Logo Guidelines and Logo will need to be approved by the Steering Committee. Once approved the Steering Committee shall submit the Logo and the Logo Guidelines to the General Assembly which can approve these in accordance with the Voting Rules. The Promotion Work Group and Steering Committee may propose to the General Assembly that a separate logo license agreement is needed for users of the Logo.
- 13.12** In the event of the withdrawal or removal of a Member from the Consortium, such ex-Member's undertakings and rights under this Clause 13 shall remain in full force and effect and shall survive its withdrawal or removal, but regarding Clause 13.1 and 13.2 only with respect to Approved Zhaga Specifications approved according to Clause 10.11 and Annex H prior to said removal or withdrawal, including any bug fix, correction or similar non-material change thereof, even where such non-material change occurs after such withdrawal or removal.
- 13.13** Clause 13.12 shall apply mutatis mutandis to dissolution of the Consortium.

13.14 Nothing in this Agreement shall be construed as:

- (a) imposing on any Member any obligation to instigate any suit or action for infringement of any of its IPR or to defend any suit or action brought by a third party challenging the validity of any such IPR. No Member shall have hereunder the right to instigate any such suit or action for infringement of any of the other Members' IPR or to defend any such suit or action challenging the validity of any such IPR;
- (b) imposing any obligation to file any IPR or to secure any patent or to maintain any IPR in force;
- (c) conferring any license or right to copy or imitate the appearance and/or design of any product of any Member or its Affiliated Companies, except to the extent absolutely required in order to comply with an Approved Zhaga Specification;
- (d) conferring any license or other rights to manufacture, sell or otherwise dispose of any product or device not compliant with any Approved Zhaga Specification;
- (e) a warranty or representation by either Member as to the validity or scope of any of its IPR;
- (f) a warranty or representation that any luminaire or LED light engine, irrespective of whether or not it is compliant with any Approved Zhaga Specification, is, or will be, free from infringement of any claim other than the Essential Claims or other intellectual property rights of any Member or third parties;
- (g) unless otherwise provided in this Agreement, an obligation to provide any manufacturing or technical information, or any information concerning pending patent applications;
- (h) granting by implication, estoppel, or otherwise any licenses or rights under any IPR or any other than explicitly provided in this Agreement;
- (i) conferring a right to use in advertising, publicity or otherwise, any trademark or trade name of any Member or its Affiliated Companies.

13.15 Members acknowledge and agree that each Member is entitled to abandon and apply for amendments to any of its IPR. The other Members consent to such abandonment or amendment as any Member owning or controlling IPR licensed hereunder may undertake or apply for in the future.

13.16 Members hereby acknowledge that the sale or other disposal of LED light engines and luminaires conforming to Approved Zhaga Specifications and the distribution of Approved Zhaga Specifications may be subject to the laws and regulations relating to the export of LED light engines and luminaires. Without limitation, each Member shall comply with all such laws and regulations. No Member shall be obliged to indemnify any other Member against any claim or damages resulting from any conduct in contravention of the aforementioned export control laws and regulations.

14 No Partnership and No Exclusivity

- 14.1** The Consortium is the base for co-operation between the Members, which are all independent legal entities representing different parts of the industry to which the Approved Zhaga Specifications relate. It is expressly agreed and acknowledged among the Members that this Agreement shall relate solely to the subject matter hereof and shall not extend to any other activities, or create a partnership or any other form of legal person between the Members. Nothing in this Agreement shall grant to any Member the right to make commitments of any kind for or on behalf of any other Member without the prior written consent of the other Member.
- 14.2** Further, the Members hereby expressly agree and acknowledge that the relationship hereunder is non-exclusive.

15 No Warranties

Nothing contained in this Agreement shall be construed as a warranty by any Member as to the fitness for any particular purpose use of any Contribution, nor with regard to the absence of infringement of any third party intellectual property rights in relation to any Contribution made by it or by any other Member.

16 Limitation of Liability

Except in cases of wilful misconduct, gross negligence, breach of confidentiality under Clause 17 and except to the extent provided under mandatory provisions of applicable law, no Member shall be liable to the other Members for any damages of whatever nature (including loss of use, loss of profits, loss of data, loss of revenue, nor for any special, punitive, incidental, indirect or consequential loss or damage) and howsoever arisen resulting from the participation in the activities of the Consortium in accordance with this Agreement.

17 Confidentiality

- 17.1** The Members agree that all Confidential Information exchanged among them within the framework of the Consortium, and in particular the conduct of the meetings of the various Work Groups and the Contributions made and disclosed by the Members within the Work Groups shall be kept confidential among them and their Affiliated Companies, and shall not be disclosed by any Member to any third party. For the avoidance of doubt, the same applies for meetings of the Steering Committee. The foregoing shall not preclude the Consortium from issuing the Approved Zhaga Specification in accordance with the Objectives of the Consortium and the provisions of this Agreement.
- 17.2** Without prejudice to any other provision of this Agreement, each Member shall, for a period of 3 years from the date of disclosure:
- (a)** not use Confidential Information disclosed by any other Member for any purpose other than the Objectives of the Consortium; and
 - (b)** not disclose any Confidential Information disclosed by any other Member to any third party; and
 - (c)** restrict circulation of Confidential Information disclosed by any other Member to such of its or its Affiliated Companies' employees as have a strict need to know in connection with the Objectives and who have been properly notified of the confidential nature of such information and the obligations concerning confidentiality pursuant to this Agreement; and
 - (d)** not alter, decompile, disassemble, attempt to decipher or otherwise reverse engineer any software or any part thereof disclosed by any other Member, nor allow others to do so; and
- 17.3** Any breach by any employee of a Member or by any of their Affiliated Companies of any obligation under to this Agreement shall be deemed a breach of that Member.
- 17.4** The confidentiality obligations under this Agreement shall not apply to that Confidential Information of which the Member concerned can demonstrate with dated documentary evidence that such Confidential Information:
- (a)** was known and on record with it prior to the disclosure by the other Member(s);
 - (b)** is or becomes a part of the public domain without violation of this Agreement;
 - (c)** is lawfully obtained by the Member concerned from a third party without any breach of confidentiality or violation of law by such third party;
 - (d)** is developed by the Member or any of its Affiliated Companies concerned independent of any disclosure by other Member(s).
- 17.5** Unless otherwise agreed herein, all information (including all Confidential Information) disclosed by any Member shall remain the property of that Member and no Member shall acquire any right, licence or title with respect to any information (including Confidential Information) disclosed by any other Member under this Agreement or within the framework of the activities of the Consortium and its Work Groups.

- 17.6** All information disclosed by any Member within the framework of the activities of the Consortium or its Work Groups hereunder is provided on an “AS IS” basis, without any warranty regarding its accuracy, completeness, performance, fitness of the information for a particular purpose, non-infringement of third party rights, or otherwise. Save as explicitly provided to the contrary in this Agreement, no Member shall be liable for any damages of whatever nature (including without limitation, direct, indirect, consequential damages) which may result from the use thereof by other Members.
- 17.7** Unless specified explicitly in this Agreement, nothing in this Agreement shall obligate any Member to disclose any information to another Member or enter into any other agreement with another party(ies). Each Member acknowledges that if another Member(s) is required to bring an action to enforce the provisions of this Agreement, the damages will be irreparable and difficult to measure and that such party(ies) shall be entitled to equitable relief including a preliminary injunction in addition to any other relief available.
- 17.8** The Members will adhere to all applicable laws and regulations governing international data transfer, and will not export or re-export any technical data or products received from a Members, or the direct product of such technical data, to any proscribed country under such regulations.
- 17.9** It shall not be a violation of this Agreement for any Member to publicly announce that it or any other Member is a member of the Consortium or to indicate the type of membership such party has.

18 Competition Regulations

- 18.1** The Members may be combining unique experience and skills to create the Approved Zhaga Specifications and the Zhaga Logo, and the purpose and objectives of the cooperation under this Agreement would be difficult to achieve through the independent efforts of each Member. The Members are committed to fostering open competition in the development and sales of products and services related to the Approved Zhaga Specifications and the Zhaga Logo. The Members also understand that in certain lines of business they may be direct competitors and that it is imperative that they and their representatives comply with applicable competition law rules. In particular, but without limitation, in relation to activities within the framework of the Consortium, the Members:
- (a)** will not exchange any competitively sensitive information including the price of their (or their Affiliated Companies) products or services, the costs of their (or their Affiliated Companies) products or services, or the terms and conditions under which such products or services are sold;
 - (b)** will not enter into any agreement or engage in conduct which leads to price-fixing, market sharing or exclusion or other anti-competitive conduct;
 - (c)** will provide reasonable and non-discriminatory access to the Approved Zhaga Specification and Zhaga Logo; and
 - (d)** will adhere to the objects outlined in the written agendas for Consortium, Steering Committee and Work Group meetings which they will attend in compliance with applicable competition law rules and the provisions of this Clause 18; and
 - (e)** will adhere to the code of conduct of the Consortium which will be set by the Steering Committee in compliance with the Voting Rules.

19 Dissolution and Survival

- 19.1** This Agreement shall continue in full force and effect, except in respect of such Members as may previously have acceded, withdrawn or been removed under Clause 6, from the Consortium Effective Date without limit in point of time until the Members in accordance with the Voting Rules in the General Assembly agree to terminate the Agreement (“Dissolution”).
- 19.2** In case of Dissolution of the Consortium or in case of withdrawal or removal of a Member, the following Clauses shall survive: Clauses 1.1 (Definitions), 6.3, 8.1 (carry own costs), 13 (Intellectual Property), 15 (No Warranties), 16 (Limitation of Liability), 17 (Confidentiality), 19.2 and 0 (Governing Law).
- 19.3** Notwithstanding Clause 19.1 above, the Consortium shall be deemed dissolved without any act or decision of the General Assembly to that effect being required (“Automatic Dissolution”), if
- (a)** no Approved Zhaga Specification exists with effect from the first anniversary of the Consortium Effective Date, or
 - (b)** the number of Members has fallen below five.
- 19.4** In case of Automatic Dissolution the following provisions shall survive: Clauses 1.1 (Definitions), 6.3, 8.1 (Carry own costs), 13 (Intellectual Property), 15 (No Warranties), 16 (Limitation of Liability), 17 (Confidentiality), 19.4, and 0 (Governing Law).

20 Assignment and Transfer

No Member shall be entitled to assign or transfer any of its rights, benefits or obligations under this Agreement to another Member or a third party without the prior written approval of the General Assembly in accordance with the Voting Rules.

21 Amendments

This Agreement may be modified only by a written document duly signed by all the Members and referencing this Agreement.

22 Governing Law and Forum

This Agreement shall be governed by and construed in accordance with the laws of Germany (excluding its conflict of laws rules). Disputes arising hereunder may be brought before the competent court in Hamburg.

23 Language within Consortium

The language of the Consortium (including Workgroups, Steering Committee and General Assembly) is in the English language. This means for the avoidance of doubt that all communication will be in the English language.

24 Severability

Should any provision of this Agreement be finally determined void or unenforceable in any judicial proceeding, such determination shall not affect the operation of the remaining provisions hereof.

IN WITNESS WHEREOF the Original Signatories have caused this Agreement to be executed by their duly authorised representatives on the days written below:

Acuity Brands Lighting, Inc.

Cooper Lighting, LLC

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

OSRAM GmbH

Signature:

Name:

Title:

Date:

Panasonic Corporation

Signature:

Name:

Title:

Date:

Philips Lighting B.V.

Signature:

Name:

Title:

Date:

Schröder SA

Signature:

Name:

Title:

Date:

Toshiba Corporation

Signature:

Name:

Title:

Date:

TRILUX GmbH & Co. KG

Signature:

Name:

Title:

Date:

Zumtobel AG

Signature:

Name:

Title:

Date:

Annex A

Zhaga

Commercial Requirements for the standardization of LED light engines

version 20100122

Zhaga – LED Light Engine Standardization

LED light engines

- An LED light engine is an LED module with defined interfaces that do not depend on the type of LED technology used inside the light engine.
- Defined interfaces make it possible for light engine manufacturers to supply a light engine during many years while being free to improve internals of light engines

The diagram shows a central black rectangle labeled 'LED light engine'. Four yellow boxes are connected to its corners: 'mechanical interface' (top-left), 'thermal interface' (top-right), 'electrical interface' (bottom-right), and 'optical interface' (bottom-left).

2

Zhaga – LED Light Engine Standardization

Stable interfaces – Rapid innovation

- The consortium will standardize *only* what is necessary to enable the interchangeability of light engines from different manufacturers or of different light engine versions of the same supplier
- As a result the design freedom inside the light engines and in the luminaires is maximized.
- The consortium promotes the continued rapid innovation in LED lighting technology inside the light engine

The diagram shows a central black rectangle labeled 'LED light engine'. Four yellow boxes are connected to its corners: 'mechanical interface' (top-left), 'thermal interface' (top-right), 'electrical interface' (bottom-right), and 'optical interface' (bottom-left).

3

Zhaga – LED Light Engine Standardization

A family of standards

- The consortium will standardize interfaces of many different light engines
 - Different applications need different light engines
 - Advancement in LED technology expected to gradually enable smaller light engines with the same lumen output and smaller heat sinks
- Connectors, control interfaces, photometric interfaces, and other interfaces will be reused across light engine standards.
 - Arbitrary variations will be avoided.
 - Existing standards will be used whenever possible (DALI, for example, or the 0-10V dimming control)
- Where practically possible, the choice of interface variants will be based on light engines that are already on the market

4

Zhaga – LED Light Engine Standardization

Zhaga defines a family of interchangeable light engines with many variants

The diagram shows four overlapping circles representing 'Catalogue Company A' (blue), 'Catalogue Company B' (red), 'Catalogue Company C' (green), and 'Catalogue Company D' (grey). A large yellow oval encompasses all these circles, labeled 'Possible Light Engine variants within the Zhaga family'.

5

Zhaga – LED Light Engine Standardization

Minimum performance criteria are not in the scope of Zhaga

The diagram shows three nested ovals. The innermost is 'Zhaga Interface standards' (green). The middle is 'Minimum Performance Criteria' (orange). The outermost is 'Actual product performance' (yellow). Arrows point from the text to these ovals.

- Int'l Standardization organizations Consortium: Zhaga**
 - interchangeability-aspects
 - interface standards
 - measurements methods
- Governments Quality label organizations Voluntary industry agreements**
- Companies**
 - product specifications
 - data sheet

6

Annex A

Zhaga – LED Light Engine Standardization

Maximum design freedom **inside** and **outside** the light engine

The interfaces respect complementary value propositions of light engines and luminaire to open design opportunities and to maximize the economic advantages

- The control interface can specify the required dimming level, *not the dimming method.*
- The control interface can specify the required color, *not the method for achieving the color.*
- The optical interface specifies surface area and the light output, *not the use of diffuser plates, remote phosphors etc. inside the light engine and not the use of lenses or reflectors in the luminaire.*

7

Zhaga – LED Light Engine Standardization

Enable alternative implementations

- Whenever practically possible, the Zhaga consortium will set interface standards that allow more than one implementation of the light engine
 - margins and tolerances should be broad
 - interface specifications should not imply a single technical solution
- This should prevent that only a single company can manufacture a Zhaga-compliant light engine

8

Zhaga – LED Light Engine Standardization

Interface between LED driver and Light Engine

- Zhaga will not standardize the interface between LED driver electronics and the light engine
 - This interface is rapidly evolving. It is not stable.
- Case 1: LED driver integrated in light engine
 - Typical for low power light engines
 - Interface between driver and engine is hidden
- Case 2: LED driver in separate box
 - Typical for high power light engines
 - Separate boxes with non-standard interface between the boxes
 - Other interfaces of driver may be standardized
 - Other interfaces of light engine may be standardized

9

Zhaga – LED Light Engine Standardization

Scope

The Zhaga consortium will focus first on:

- standards relevant to all regions worldwide,
- standards for professional applications
 - shops, hospitality, outdoor
 - followed by offices and industry
- applications that are out of reach for retrofit LED products
 - with strong need for new interfaces
 - with lumen output of at least 1000 lm
 - note that family extensions to lower lumen are allowed

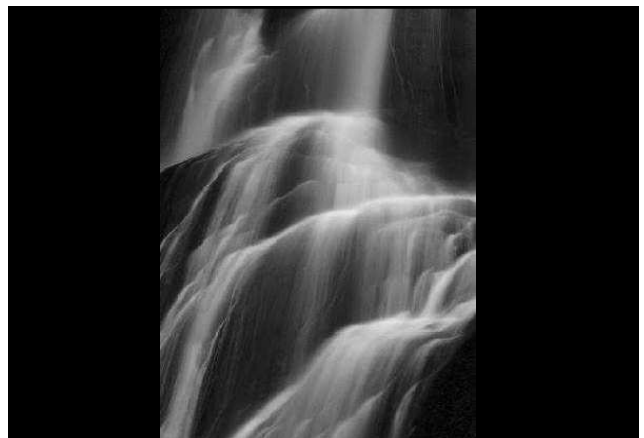
10

Zhaga – LED Light Engine Standardization

Approach

- the work program is to be defined by the first work group meeting, to be reviewed by the steering group

11



Annex B

Regular Membership Agreement

PARTIES:

- (1) The current Members; and
- (2) **[Insert name of third-party]** whose registered office is at **[Address]** (“New Member”)

WHEREAS

The parties to the Zhaga Consortium Agreement (the “Members”) have entered into an agreement for the establishment of industry standardized interfaces for interchangeable LED light engines for general illumination which is beneficial for an accelerated adoption of LED light engines (the “Zhaga Consortium”). The Zhaga Consortium Agreement is attached hereto as Schedule A.

It is the intention of the Zhaga Consortium that it should be open for participation by third-party legal entities which agree with, are committed to and can reasonably demonstrate its ability and willingness to contribute to the agreed Objectives of the Zhaga Consortium. Once a third-party has signed this Membership Agreement and it is counter signed by the Secretary General of the Zhaga Consortium, it becomes a Regular Member of the Zhaga Consortium.

By signing the terms of this Regular Membership Agreement, New Member accepts the terms and conditions of the Zhaga Consortium Agreement;

Now It Is Hereby Agreed As Follows:

1 Interpretation

Words and expressions defined or given a special meaning in the Zhaga Consortium Agreement shall have the same meanings where used herein.

2 Application Of The Zhaga Consortium Agreement

On and from the Effective Date:

(a) New Member shall be a party to the Zhaga Consortium Agreement as Regular Member and the Zhaga Consortium Agreement shall be incorporated by this reference as an integral part of this Regular Membership Agreement and be binding between New Member and the Members.

(b) New Member may enforce the Zhaga Consortium Agreement as Regular Member against any of the Members, and each of the Members may enforce the Zhaga Consortium Agreement against New Member in all respects.

3 Duration

This Regular Membership Agreement shall continue from the Effective Date for the duration of the Zhaga Consortium Agreement or until New Member has withdrawn, or was removed, from the Consortium pursuant to Clause 6 of the Zhaga Consortium Agreement.

This Regular Membership Agreement has been entered into on the day this Regular Membership Agreement is signed by both the New Member and the Secretary General on behalf of the current Members. The effective date of this Regular Membership Agreement shall be the date of signing by the Secretary General as shown below (“Effective Date”).

This Regular Membership Agreement has been prepared in two originals of which New Member and the signatory on behalf of the current Members have received one original each.

4 Representation

The New Member represents and warrants that it has the full power to enter into this Regular Membership Agreement.

5 Notices

All notices or communications to be given under this Agreement, pursuant to Zhaga Consortium Agreement, shall, with respect to New Member, be addressed to:

name: ...
address: ...
tel.: ...
e-mail: ...

SIGNED FOR AND ON BEHALF OF [NAME of NEW MEMBER]

SIGNATURE:

NAME:

POSITION:

Date:

SIGNED FOR AND ON BEHALF OF THE CURRENT MEMBERS

SIGNATURE:

NAME:

POSITION: Secretary General

Date:

Annex C

Associate Membership Agreement

PARTIES:

- (1) The current Members; and
- (2) [Insert name of third-party] whose registered office is at [Address] (“New Member”)

WHEREAS

The parties to the Zhaga Consortium Agreement (the “Members”) have entered into an agreement for the establishment of industry standardized interfaces for interchangeable LED light engines for general illumination which is beneficial for an accelerated adoption of LED light engines (the “Zhaga Consortium”). This Zhaga Consortium Agreement is attached hereto as Schedule A.

It is the intention of the Zhaga Consortium that it is open for participation by third-party legal entities which agree with, are committed to and reasonably demonstrate its ability and willingness to promote the agreed Objectives of the Zhaga Consortium. Once a third-party has signed this Associate Membership Agreement and it is counter signed by the Secretary General it becomes an Associate Member of the Zhaga Consortium.

By signing the terms of this Associate Membership Agreement, New Member accepts the terms and conditions of the Zhaga Consortium Agreement ; and

Now it is hereby agreed as follows:

1 Interpretation

Words and expressions defined or given a special meaning in the Zhaga Consortium Agreement shall have the same meanings where used herein.

2 Application Of The Zhaga Consortium Agreement

On and from the Effective Date:

(a) New Member shall be a party to the Zhaga Consortium Agreement as Associate Member and the Zhaga Consortium Agreement shall be incorporated by this reference as an integral part of this Associate Membership Agreement and be binding between New Member and Members.

(b) New Member may enforce the Zhaga Consortium Agreement as Associate Member against any of the Members, and each of the Members may enforce the Zhaga Consortium Agreement against New Member in all respects.

3 Duration

This Associate Membership Agreement shall continue from the Effective Date for the duration of the Zhaga Consortium Agreement or until New Member has withdrawn, or was removed, from the Consortium pursuant to Clause 6 of the Zhaga Consortium Agreement.

This Associate Membership Agreement has been entered into on the day this Associate Membership Agreement is signed by both the New Member and the Secretary General on behalf of the current Members. The effective date of this Associate Membership Agreement shall be the date of signing by the Secretary General as shown below ("Effective Date").

This Associate Membership Agreement has been prepared in two originals of which New Member and the signatory on behalf of the current Members have received one original each.

4 Special Provisions for Associate Members

Notwithstanding anything in the Zhaga Consortium Agreement or herein, an Associate Member shall:

- Have access to General Assembly meetings; and
- Have access to the minutes of the General Assembly meetings; and
- Have access to the Approved Zhaga Specifications; and
- Have no representation in Steering Committee; and
- Have no voting rights in the General Assembly, Steering Committee or Work Groups; and
- Have no right to participate in Work Groups; and
- Have access only to such Confidential Information as shall be authorized by the Steering Committee.

5 Representation

The New Member represents and warrants that it has the full power to enter into this Associate Membership Agreement.

6 Notices

All notices or communications to be given under this Agreement, pursuant to Zhaga Consortium Agreement, shall, with respect to New Member, be addressed to:

name: ...
address: ...
tel.: ...
e-mail: ...

SIGNED FOR AND ON BEHALF OF [NAME of NEW MEMBER]

SIGNATURE:

NAME:

POSITION:

Date:

SIGNED FOR AND ON BEHALF OF THE CURRENT MEMBERS

SIGNATURE:

NAME:

POSITION: Secretary General

Date:

Annex D

Voting Rules – revision 20120315

Decision	Related Clause	Quorum	Required Majority
Decision by the General Assembly to modify the Voting Rules in this Annex D	9.6	50%	Consensus
Decision by the Steering Committee to modify the Commercial Requirements in Annex A	1.1	65%	Qualified Majority Decision
Decision by the Steering Committee to send notice of material breach to a Member	10.13	65%	Qualified Majority Decision
Decision by the General Assembly to remove a Member from the Consortium	6.2	50%	Qualified Majority Decision
Decision by the Steering Committee to initiate legal proceedings	7.1	50%	Qualified Majority Decision
Decision by the General Assembly to change the annual Membership Fee	8.2, 8.4, 8.5, and 8.6	33%	Qualified Majority Decision
Decision by the General Assembly to cover expenses from Membership Fees	8.3(e)	50%	Qualified Majority Decision
Decision by the Steering Committee to cover expenses from Membership Fees	8.3(e)	65%	Qualified Majority Decision
Decision by the General Assembly to change the maximum number of Steering Committee Members	9.12	50%	Consensus
Decision by the General Assembly to appoint, or discharge, a chairperson or vice-chairperson	9.8	33%	Majority Decision
Decision by the Steering Committee to appoint, or discharge, a chairperson or vice-chairperson	10.6,	65%	Majority Decision
Decision by the General Assembly to submit an Approved Zhaga Specification to a Standard Development Organisation (SDO)	9.11	50%	Majority decision
Decision by the Steering Committee to establish or dissolve a Work Group, including its objectives, work procedures, chairperson and vice chairperson	11.1 and 11.2	65%	Qualified Majority Decision
Decision by the Steering Committee to approve Zhaga Specifications.	10.11 and Annex H	65%	Qualified Majority Decision
Decision by the General Assembly to reject a Zhaga Standard in first instance	Annex H	33%	Majority Decision

Decision	Related Clause	Quorum	Required Majority
Decision by the General Assembly to reject a Zhaga Standard in second instance	Annex H	50%	Qualified Majority Decision
Decision by the General Assembly to appoint, or discharge, the Secretary General	12.1	33%	Majority Decision
Decision by the General Assembly to transfer a trademark to another legal entity	13.8	50%	Majority Decision
Decision by the Steering Committee to enforce the trademark	13.9	65%	Qualified Majority Decision
Decision by the Steering Committee to approve the Logo and Logo Guidelines	13.10	65%	Qualified Majority Decision
Decision by the Steering Committee to publish a press release	10.12	65%	Qualified Majority Decision
Decision by the General Assembly to allow the assignment or transfer any or all of its rights, benefits or obligations under this Agreement to another Member or a third-party	20	50%	Qualified Majority Decision
Decision by the Steering Committee to adopt, or modify, the code of conduct	18.1(e)	65%	Qualified Majority Decision
Decision to terminate the Agreement and thus Consortium	19	All members	Consensus
All other decisions by the General Assembly	n.a.	33%	Majority Decision
All other decisions by the Steering Committee or Work Groups	n.a.	65%	Majority Decision

Annex E

Scope

- 1.1** Mechanical interface with overall dimensions of the standardized LED light engine, position and dimension of light emission surface, position and dimension of mechanical fixation, position and type of electrical connectors, and reference frame for other interfaces.
- 1.2** Electrical power interface with voltage and amount of AC mains or DC power required by the LED light engine and amount of AC mains or DC power that the luminaire has to be able to provide to the LED light engine. The electrical power interface may optionally refer to an external standard relating to providing electrical power (e.g. Power over Ethernet). For the avoidance of doubt, the interface between LED driver electronics and LED module shall be outside the Scope.
- 1.3** Control interface with a reference to a communication standard of an external consortium, like DMX, DALI or the like. Zhaga shall not create own communication standards on communication and/or control.
- 1.4** Optical interface with position, size and shape of the light emission window with respect to a reference frame, lumen output, color point, color rendering, and color temperature of the output.
- 1.5** Thermal interface with the amount of thermal energy to be released via a specified surface, the size, shape and position in the reference frame of this surface, and the maximum heat resistance, or maximum allowed temperature jump times interface size, at the interface.
- 1.6** For the avoidance of doubt, the scope of the consortium is limited to the scope described in Annex E and shall not go beyond this, in particular shall not relate to the technology included within LED engines and to the interface between LED driver electronics and LED module.

Annex F

Procedure for the election of the Steering Committee Members

- 1.1** In advance of the General Assembly meeting during which the Steering Committee Members will be elected, any Regular Member which does not want to be elected as a Steering Committee Member shall inform the chairperson of the General Assembly hereof.
- 1.2** Each Regular Member of the General Assembly is entitled to fill in a list of names of different Regular Members which it votes for to be in the Steering Committee. For the avoidance of doubt, each Regular Member may also cast a vote to itself. Associate Members are not eligible to vote;
- 1.3** The list may contain a maximum of 15 Regular Members. This number coincides with the maximum number of members of the Steering Committee;
- 1.4** Each name of a Regular Member on the list of each Regular Member gets one point;
- 1.5** Those 15 Regular Members which received most points are elected in the Steering Committee;
- 1.6** In case the first round of voting results in a situation where (a) not sufficient Regular Members have been voted for in order to fill the seats on the Steering Committee, or (b) a number of Regular Members have scored the same number of points which leads to the situation that not all fifteen position can be allocated based on the most votes/points principle, then a second voting round is needed only for such seats of the Steering Committee which still need to be filled.
- 1.7** A Regular Member has the option to not accept its position as Steering Committee Member. If this happens during the General Assembly meeting in which the Steering Committee Members are elected, then the Regular Member (aside from the already elected Steering Committee Members) which has received the most votes/points will become the Steering Committee Member. In case there are more Regular Members with the same number of votes/points, then a second round of voting is needed.

Annex G

Procedure for the election of chairpersons and vice-chairpersons

- 1.1** Appointments as chairperson and vice-chairperson are personal appointments. With personal appointments it is meant that in case the chairperson or vice-chairperson is no longer in function for whatever reason, new elections always need to take place.
- 1.2** In case the Member represented by the chairperson or vice-chairperson relinquishes or is removed as Member, this chairperson and/or vice-chairperson shall automatically be withdrawn.
- 1.3** New elections must be held to appoint a new person if the elected person relinquishes the position or is withdrawn or in any other event there is a need to fill the relevant position.
- 1.4** Votes cast are public. There shall be no secret ballot.
- 1.5** The voting procedure step 1: Nomination: Members with voting rights may nominate candidates
- 1.6** The voting procedure step 2: Election:
 - (a)** The nominee is appointed without voting if only one person was nominated for the position.
 - (b)** The chairperson (or in case there is no chairperson or vice-chairperson, the Secretary General) initiates a vote when more than one person is nominated for a position. The decision to appoint a person is a Majority Decision.
 - (c)** A second round vote shall be held if none of the nominees receive majority support. The second round vote shall be a choice between the two nominees that received the highest number of votes in the first round. The nominee receiving the highest number of votes in the second round shall be appointed.

Annex H

Procedure for the adoption of Zhaga standards

- 1.1 The first step is approval of the Zhaga Specifications by the Steering Committee in accordance with the Voting Rules.
- 1.2 The second step is approval or rejection by the General Assembly, in accordance with the “Reversed Ratification” model as outlined herein, whereby the principle is that in case the proposed Zhaga Specification is not rejected by the General Assembly according to this Annex H such specification is considered approved:
 - (a) The General Assembly may reject the proposed Zhaga Specification as approved by the Steering Committee in first instance in accordance with the Voting Rules. Such decision shall be made in a General Assembly meeting within forty days following the submission of the Zhaga Specification by the chairperson of the Steering Committee to the chairperson and to the vice chairperson of the General Assembly.
 - (b) The reasons for rejection have to be submitted to the Steering Committee.
 - (c) The Steering Committee and, if deemed necessary by the Steering Committee also the relevant Work Group(s), may then revisit the rejected Zhaga Specification.
 - (d) After review of the rejected Zhaga Specification, the relevant Work Group(s) will, if so requested by the Steering Committee, re-submit the Zhaga Specification (either or not modified) to the Steering Committee.
 - (e) The Steering Committee decides whether to approve the Zhaga Specification in second instance.
 - (f) If the Steering Committee approves the Zhaga Specification, the General Assembly has again the possibility to reject the Zhaga Specification in second instance in accordance with the Voting Rules at the next General Assembly meeting. The chairperson of the General Assembly shall organize a General Assembly meeting within forty (40) days following the submission of the proposed Zhaga Specification by the Steering Committee to the chairperson of the General Assembly.
 - (g) If the Zhaga Specification was rejected two times by General Assembly, new concept of Zhaga Specification shall be studied from the beginning.