

Stichting Current OS

Incorporated on April, 9, 2021

Bylaws version 2.0 – November 2025

ARTICLE I – STICHTING CURRENT OS

Pursuant to the Articles, this organization shall be known as the “Stichting Current OS” (the Foundation). The Foundation has been incorporated on April 9, 2021. The Articles, the Bylaws and the Set of rules shall be published on the main web site of the Foundation, which shall be <https://currentos.org/>.

In case these Bylaws are in conflict with the Articles of the Foundation, the Articles shall prevail.

The Set of rules as published on the website of the Foundation shall be deemed to be the latest, updated and valid version

The definitions in the Articles shall be deemed to be incorporated in these Bylaws.

ARTICLE II – INTELLECTUAL PROPERTY POLICY AND PARTNER AGREEMENT

Section 1. Governance of Intellectual Property Rights

The intellectual property policy of the Foundation, including but not limited to licensing terms, non-assert commitments, copyright, trademark usage, and certification requirements, shall be governed by the terms of the Partner Agreement as adopted and amended by the Stichting Current OS Management Board [the Management Board].

Section 2. Precedence of the Partner Agreement

In the event of any inconsistency or conflict between the provisions of these Bylaws and the Partner Agreement with respect to intellectual property rights and related legal matters, the terms of the Partner Agreement shall prevail. This precedence shall apply exclusively to matters concerning intellectual property, including but not limited to COS Essential Intellectual Property Rights as defined in the Partner Agreement, licensing, non-assert obligations, certification, and the use of trademarks and copyrighted materials.

Section 3. Binding Effect

By executing the Partner Agreement, each Partner agrees to be bound by the intellectual property framework as defined in the Partner Agreement, including any amendments duly adopted by the Management Board in accordance with the governance procedures of the Foundation set out in the Articles and these Bylaws.

Section 4. Oversight and Implementation

The Management Board shall be responsible for overseeing the implementation of the intellectual property policy as defined in the Partner Agreement and for resolving any questions of interpretation or application in accordance with the Foundation’s governance rules.

ARTICLE III - THE MANAGEMENT BOARD

Section 1. General.

The Management Board is appointed by means of the Articles. A Management Board Member must

be a legal entity, and shall be obliged to appoint in writing at least one person authorized to represent it.

Section 2. Appointment and termination of Management Board members A and B.

The Management Board is comprised of two types of members (A and B) which each have the same rights regarding participating in the Management Board and voting. The only distinction is that members A cannot be terminated by a vote of the Management Board. All of the other termination criteria in the Articles apply to both members A and B equally.

The initial members of the Management Board have been appointed directly in the Articles. The Management Board may appoint additional Management Board members B only by a unanimous vote of the complete Management Board (including all members A and B). The termination of any Management Board members B also requires a unanimous vote of the entire Management Board with the exception of the Board member for which termination is being considered, who will not be entitled to vote on the matter.

Additional Management Board Members A may be appointed from among the Members B, and each such appointment will require a unanimous vote of the then current Members A.

Section 3. Unanimous decisions.

The decisions requiring unanimity are described in the Articles.

Section 4. Qualified majority decisions.

Unless stated otherwise, resolutions of the Management Board shall be passed by a majority of at least two-third (2/3) of the valid votes cast, unless the Articles prescribe a larger majority. For the avoidance of doubt, the following decisions shall require a two-third (2/3) majority vote of the Management Board:

- Any amendment of these Bylaws.
- Any amendment of the Stichting Current OS standard partnership agreement [Partnership Agreement] as attached to these Bylaws in Annex I.
- Any deviation from the standard Partnership Agreement in individual cases.
- The approval of the number and distribution of Executive Committee seats for Silver and Ruby Partners.
- The nomination and the termination of the Officers.
- The approval of the nomination and the termination of the Committee Chairs and Ambassadors.
- The approval of the persons authorized to sign on the foundation's bank account.
- The termination of individual Partnership Agreements.
- The approval of the annual strategic plan and the budget,
- The approval of activity and financial reports,
- Any remuneration granted to a Management Board Member.

Section 5. Meetings.

Meetings (face to face or on line) of the Management Board may be scheduled at such times and at such places as the Management Board deems appropriate and shall be conducted at least annually and shall include a review of the accounts. A quorum shall consist of a majority of Management Board members. Any meeting that is adjourned may be continued without the presence of a quorum of the Management Board as long as all the Management Board members are given reasonable notice of the time and place such adjournment shall resume.

(a) Special Meetings.

Special meetings of the Management Board, being meetings other than the required yearly Management Board Meeting, may be called by the President or by any two other Management Board members. The person or persons who call a special meeting of the Management Board may decide the place for holding such special meeting.

(b) Notice.

Notice of any special meeting shall be given at least one (1) week before the meeting by written notice specifying the date, time, and purposes of the meeting. Any Board Members may waive notice of any meeting, before or after the meeting, as provided in these Bylaws. Attendance of any Management Board members at a meeting constitutes waiver of notice of such meeting, except when such Management Board member attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(c) Manner of Acting.

The act of the applicable majority of the Management Board members present at a meeting at which a quorum is present shall be the act of the Management Board. Such actions shall take the form of resolutions and shall be included in the corporate records of the Foundation.

(d) Presumption of Assent.

A Management Board member who is present at a meeting of the Management Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless the Management Board member votes against such action or abstains from voting on such action. A management Board member may abstain from voting on an action only if such abstention is on account of an asserted conflict of interest or due to compliance with antitrust laws.

(e) Constructive Presence at a Meeting.

A Management Board member may participate in a meeting of such board by means of a conference telephone or online, by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

Section 6. Voting Means.

Voting on all matters, including the election of Management Board members, may be conducted by mail, electronic mail, facsimile transmission, chat software, video conferencing, or other similar verifiable means.

Section 7. Reserved Powers.

The Management Board shall be empowered to make any and all regulations, rules, policies, user agreements, terms of use, and other such decisions as may be necessary for the continued functioning of the Foundation not inconsistent with these Bylaws.

The Management Board may delegate operational responsibilities to the Executive Committee [ExCom], including the definition of ExCom composition and oversight of its activities.

ARTICLE IV - OFFICERS AND DUTIES

Section 1. Number.

The Management Board shall elect the following officers: a President, a Secretary, a Treasurer, and such other officers as the Management Board from time to time may appoint. The President and the

Treasurer must be under a contractual relation with a Management Board Member Company in order to qualify for such position.

(A) President.

The President shall, when present, preside at all meetings of the Management Board. The President shall have general supervision of the affairs of the Foundation. The President may represent the Foundation, with the Secretary or any other proper officer of the Foundation thereunto authorized by the Management Board, except in cases where the signing and execution thereof shall be expressly delegated by the Management Board or by these Bylaws to some other officer or agent of the Foundation or shall be required by law to be otherwise signed or executed. The President shall in general perform all duties as from time to time may be assigned thereto by the Management Board, in accordance with the Articles and these Bylaws, such as ensuring proper voting.

The President can request advice from the Advisory Committee.

Any delegation of tasks attributed to the President requires approval of the Management Board.

(B) Treasurer.

The Treasurer shall prepare an annual budget, as well as such other operating budgets and income estimates as may be requested. The Treasurer shall also present a complete financial report of the Foundation at least annually. The Treasurer shall be accountable for all funds and securities of the Foundation and for their proper management and safekeeping. The Treasurer shall issue and record receipts for all monies due and payable to the Foundation from any source, including Partner contributions, and shall ensure that all such funds are deposited in the name of the Foundation in duly authorized financial institutions, in accordance with the provisions of these Bylaws.; review the financial operations of the organization and advise with the Secretary on financial matters, including audits; make financial reports to the Management Board.

Any delegation of tasks attributed to the Treasurer requires the approval of the Management Board.

(C) Secretary.

The Secretary shall act as secretary of each meeting of the Management Board. In the absence of the Secretary, the presiding officer of the meeting will appoint a secretary of the meeting. In addition, the Secretary shall coordinate with other staff to give notices of all meetings of the Management Board, keep minutes of such meetings, maintain corporate records, and in general, perform all duties incident to the office of Secretary and such other duties as the Board may from time to time assign to the Secretary. The Secretary coordinates external legal advice where required and shall administratively support new Partners of the Foundation. The Secretary may delegate certain duties as necessary.

(D) Executive Committee Chairperson

The Management Board shall designate its initial Executive Committee Chair. Upon expiration or termination of the Chair's term, subsequent Executive Committee Chairs shall be proposed by the Executive Committee members and formally appointed by the Management Board.

The Executive Committee Chair shall perform the duties and have the powers set forth in Article V or as determined by the Management Board from time to time. The Executive Committee Chair shall report to the President.

The Executive Committee Chair may represent the Foundation jointly with the Secretary or any other officer duly authorized by the Management Board, in accordance with the Articles and these

Bylaws. The Executive Committee Chair shall also assist in coordinating strategic initiatives, facilitating communication among Committees, and ensuring alignment with the Foundation's mission and governance processes.

Any delegation of authority or tasks to the Executive Committee Chair shall be subject to prior approval by the Management Board. The Vice-President shall report to the President and the Management Board and may be assigned specific responsibilities from time to time as determined by resolution of the Management Board.

(E) Committee Chairs.

The Committee Chairs shall perform the duties and have the powers set forth in Article VII or as determined by the Management Board from time to time. The Committee Chair shall report to the Executive Committee Chair. The Committee Chairs shall be nominated by the Executive Committee upon proposal from a Gold Partner. The Committee Chairs may be employees of the Partner itself or trusted employees of another partner.

Section 2. Term.

The Officers shall be elected for a three years (3 years) term.

Notwithstanding the foregoing, the terms of all officers including the President, the Treasurer and the Committee Chairs shall automatically and immediately end once they are no longer under a contractual relation with Board Members Companies.

Section 3. Vacancies.

A vacancy, however occurring, in any office may be filled by the Management Board for the unexpired portion of the term.

Section 4. Resignations.

Any elected or appointed officer of the Foundation may resign at any time by giving written notice to the Foundation through the President. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance by the Management Board.

ARTICLE V – THE EXECUTIVE COMMITTEE (ExCom)

Section 1. Establishment

An Executive Committee (ExCom) shall be established to oversee the day-to-day operations and execution of strategic initiatives of the Foundation. The Executive Committee shall operate under the oversight of the Management Board and in accordance with the Articles and these Bylaws.

Section 2. Composition

The Executive Committee shall consist of:

- Committee Chairs.
- Representative from Gold Partners without Committee Chair role.
- A number of elected representatives from Silver and Ruby Partners, as determined by the Management Board.
- The Foundation Secretary, without voting rights.

Gold Partners wishing to exercise this right must notify the Secretary in writing and such notice must appoint one person authorized to represent the Gold Partner on the Committee".

The total number of Executive Committee members and the distribution of seats shall be reviewed

annually and approved by the Management Board.

The Executive Committee Chairperson will be appointed by the Management Board. The Executive Committee Chairperson will convene the meetings.

Each member will have a defined role and contribution to the Executive Committee.

Section 3. Election and Term

- Silver and Ruby Partner representatives shall be elected by their respective Partner tiers every other year during the Annual General Assembly.
- Gold Partner representatives appointed by written notice must be approved by the Management Board.
- Each member shall serve a term of two (2) years.
- Vacancies shall be filled by special election or appointment by the Management Board until the next General Assembly.

Section 4. Responsibilities

The Executive Committee shall be responsible for:

- Elaborating the annual strategic plan and the budget and present to the board for approval.
- Elaborating activity and financial reports, and present to the board for approval.
- Implementing the strategic plan approved by the Management Board
- Coordinating the activities of Committees and Working Groups
- Managing the Foundation's operational budget and resources
- Preparing reports and proposals for the Management Board
- Approving quotes, orders, invoices and payments.
- Facilitating communication between Partners and the Management Board
- Organizing General Assemblies and Plenary Sessions
- Approving amendments of the COS Set of rules.
- Approving the creation of special committees in the Foundation and the establishment of the committee's purpose and mandate.
- Defining the annual Partner contribution and associated IP license rights, to be divided in a Ruby Partner, Bronze Partner, Silver Partner and Gold Partner contribution.
- approving and signing new Partner Agreements, in accordance with the Partner Agreement template validated by the Management Board.

Section 5. Authority and Limitations

- The Executive Committee shall not amend the Bylaws, approve Partner Agreements deviating from the board approved template, or make decisions reserved for the Management Board.
- All decisions of the Executive Committee shall be documented and reported to the Management Board for review.
- The Executive Committee may delegate specific tasks to Committees or staff, subject to Management Board approval.
- The Executive Committee shall not authorize expenditures exceeding an annual threshold set by the Management Board, nor commit the Foundation to financial obligations outside the approved operational budget. All exceptional or unbudgeted expenses must be submitted to the Management Board for prior approval.

Section 6. Meetings

- The Executive Committee shall meet at least monthly, either in person or virtually.
- The Executive Committee shall make reasonable efforts to reach decisions by consensus among its members.
- Such decisions and actions shall be formalized in minutes of meetings and included in the corporate records of the Foundation.

Section 7. Reporting

- The Executive Committee shall submit a quarterly operational report to the Management Board.
- The Executive Committee shall present an annual report summarizing the Foundation's activities at the General Assembly.

Section 8. Decisions and voting.

The Executive Committee Chairperson shall determine, in his or her sole discretion, whether the Executive Committee has satisfied its obligation to make reasonable effort to reach decisions by consensus among its members.

Pursuant to the determination of the Executive Committee Chairperson, an Executive Committee vote shall be called when consensus cannot be achieved despite such efforts to reach consensus. In such cases, decisions shall require a 2/3 majority of the cast votes with 1 vote per company.

Voting on all matters may be conducted by mail, electronic mail, facsimile transmission, chat software, video conferencing, or other similar verifiable means. Proxy voting shall not be permitted.

If a vote is held due to the absence of consensus, the Executive Committee Chair shall inform the Management Board of the matter, including the context of the disagreement and the outcome of the vote.

Section 9. Transitional Provision

The first Executive Committee shall be appointed by the Management Board for a provisional term of one (1) year, after which formal elections shall be held during the next General Assembly. This transitional committee shall operate under the same rules and limitations as defined in Article V.

ARTICLE VI –THE ADVISORY BOARD

Section 1. Institution.

The Management Board may institute an Advisory Board, consisting of natural persons, whose task shall be to give the Management Board advice, requested and non-requested.

Section 2. Tasks.

The advisory Board shall provide legal advice to the Management Board, especially related to Antitrust laws and regulations. The Advisory Board shall review Management Board meeting agenda prior to Management Board meetings, Management Board resolutions and Management Board meeting minutes.

Section 3. Remuneration.

Any remuneration of the Advisory Board should be approved in advance by the Management Board in advance of the services rendered.

ARTICLE VII - COMMITTEES

Section 1. Institution.

The foundation pursues its goals through the committees described in sections 6 to 10.

The Management Board or the Executive Committee may institute additional committees to address specific needs. The list of the active committees shall be displayed on the Current/OS website.

Section 2. Management of a Committee.

The Committee Chair reports to the Executive Committee and may appoint such other officers as the Committee Chair deems required.

Committee Chairs shall annually submit to the Executive Committee, for review and approval, the committee member list, a comprehensive action plan outlining their organizational structure, the list of active Working Groups, and the designated leaders of each Working Group.

Committee Chairs shall report their progress to the Executive Committee on a periodic basis, as determined by the Board, including updates on activities, milestones, and any significant developments within their respective Committees and Working Groups.

The term of the Committee Chair shall automatically and immediately end once the Committee Chair no longer qualifies as a Gold Partner or no longer represents a Gold Partner.

The term of the Committee Chair shall automatically and immediately end once the Committee Chair no longer qualifies as a Gold Partner or no longer represents a Gold Partner.

Section 3. Members.

Employees of Gold, Silver, and Ruby Partners are eligible as committee members. Committees should aim for balanced representation across these membership tiers.

Partners wishing to participate in a committee shall submit the proposal, with the name of their representatives, through their designated single point of contact to the Secretary, who will then inform the relevant Committee Chair. The same procedure shall be used for change of the representatives.

All nominated members must comply with the Articles, these Bylaws, the Partner Agreement, and any other policies or procedures adopted by the Management Board.

A vacancy, however occurring, may be filled by the Committee Chair for the unexpired portion of the term.

The Committee membership shall automatically and immediately terminate when the member no longer qualifies as an employee of Gold, Silver, or Ruby Partner.

Section 4. Decisions and voting.

Committees shall make every reasonable effort to reach decisions by consensus among their members.

Voting shall only be used when consensus cannot be achieved despite such efforts. In such cases, decisions shall require a 2/3 majority of the cast votes.

Voting on all matters may be conducted by mail, electronic mail, facsimile transmission, chat software, video conferencing, or other similar verifiable means. Proxy voting shall not be permitted.

If a vote is held due to the absence of consensus, the Committee Chair shall inform the Executive

Committee of the matter, including the context of the disagreement and the outcome of the vote.

The Executive Committee will provide a final arbitration. Such escalation shall be considered a last resort.

Section 5. Meetings.

Committee meetings (online or face to face) shall be scheduled regularly by the Committee members and may be scheduled at such times and at such places as the Committee members deem appropriate. At least one committee meeting shall be conducted annually.

Section 6. The Technical Committee (TechCom).

The Technical Committee has the following tasks and responsibilities:

- Develop and maintain the COS Set of rules formalized in the System Reference Document.
- Develop and maintain technical requirements and testing specifications for products.
- Develop and maintain technical documents, such as technical reports and white papers, supporting understanding and applications of COS principles and rules.
- Review technical contributions of Partners for improvements to essential COS Intellectual Property.
- Participate to scientific conferences, meetings of industry or professional associations and other technical events, to promote COS principles and rules.
- Promote technical studies and scientific research in the field of Direct Current to fill knowledge gaps and extend application of COS rules;
- Any other tasks that the Executive Committee seems required and appropriate from time to time.

Within the Technical Committee, the Standardization working group shall:

- promote COS with the relevant standardization bodies (IEC, UL, ...),
- identify standardization needs and gaps,
- monitor standardization projects relevant for DC and COS,
- ensure and coordinate participation of COS experts in relevant standardization projects.

Section 7. Certification Committee (CertCom).

The Certification Committee shall have the following tasks and responsibilities:

- To define the certification scheme of the foundation
- To select and manage the operator of the certification scheme
- To ensure availability of the database of certified products
- To support the marketing committee in the promotion of the certification scheme
- To support the technical committee in the establishment of the testing specifications
- Any other tasks that the Executive Committee seems required and appropriate from time to time.

Section 8. Marketing Committee (MarCom).

The Marketing Committee shall:

- Prepare and present to the Management Board a yearly marketing budget.
- Develop global marketing assets
- Manage and organize promotional events and actions.
- Manage the registration and maintenance of relevant trademarks;
- Register and manage the Foundation's domain names and website www.currentos.org

- Define marketing benefits associated with the various partnership levels.
- Promote the Foundation with potential Partners and support the joining process of new Partners.
- Any other tasks that the Executive Committee seems required and appropriate from time to time.

Section 9. Education Committee (EdCom).

The Education Committee shall:

- Prepare and deliver university courses (BS, MSc, PhD, etc.) on COS rules and DC microgrids topics.
- Prepare and deliver professional training courses (designers and installers) on COS rules and DC microgrids topics.
- Prepare teaching materials for such courses;
- Foster cooperation between Current/OS and Academic bodies and Research institutions.
- Any other tasks that the Executive Committee seems required and appropriate from time to time.

Section 10. Regional Committees

The Management Board may establish Regional Committees in key geographic areas such as North America, China, or Europe, as deemed appropriate. The purpose of these committees is to support the organization's global strategy while addressing local specificities. Each Regional Committee shall be responsible for:

- Ensuring alignment of technical rules and with local laws, regulations, and practices.
- Identifying and addressing region-specific market needs and opportunities.
- Deploying global market assets and coordinating the organization of local events and initiatives.
- Supporting and coordinating standardization activities with relevant local and regional bodies.
- Any other tasks that the Executive Committee seems required and appropriate from time to time.

ARTICLE VIII – PARTNER CONTRIBUTION

Section 1. Contribution Terms and Conditions

The financial contribution obligations of Partners are defined in the Partner Agreement, which shall govern the applicable payment terms, conditions, and associated rights. The Executive Committee shall determine the contribution levels and structure, which may vary by partnership tier (e.g., Ruby, Bronze, Silver, Gold), and shall ensure that such terms are reflected in the Partner Agreement and or the Partner Agreement Appendix.

Section 2. Payment Schedule and Proration

Partner contributions shall be considered on a calendar year basis. Upon joining, the contribution shall be prorated based on the number of full quarters remaining in the calendar year.

Section 3. Transparency

The current contribution levels and associated benefits shall be published on the Foundation's official website and updated as necessary by the Executive Committee.

ARTICLE IX – SUPPORTER

Supporters are companies or organizations acknowledged by the Management Board for their

interest in the Foundation's mission and that signed a Supporter Agreement. These agreements shall remain valid and enforceable for those entities.

The supporter membership tier has been replaced by the Ruby Partner tier, which provides a structured framework for engagement, rights, and obligations under the Foundation's governance model. The Supporter tier will be no longer used for new partners and future affiliations of similar nature shall be governed under the terms of the Ruby Partner Agreement.

The Supporter status is no longer offered to new entities. It has been replaced by the Ruby Partner tier, which provides a structured framework for engagement, rights, and obligations under the Foundation's governance model. All future affiliations of similar nature shall be governed under the terms of the Ruby Partner Agreement.

ARTICLE X – AMBASSADORS

Section 1. Definition and Eligibility

Stichting Current OS Ambassadors are distinguished experts nominated by the Executive Committee, that voluntarily represent the Foundation's community and promote its mission, values, and activities at public and professional events, including trade fairs, conferences, seminars, and social gatherings. Ambassadors shall be employees of companies that have entered into a valid Partner Agreement with the Foundation, and have demonstrated active participation in the Foundation's activities, including attendance at Partner Forums, Plenary Sessions, and involvement in at least one Committee or Working Group.

Section 2. Mission and Engagement

Ambassadors advocate for the adoption of Direct Current (DC) power distribution and highlight the unique benefits of solutions based on the Current/OS Rules. Their role includes engaging with business owners, property developers, and industry stakeholders to encourage investment in DC infrastructure and to promote membership in the Current/OS Partner community. Ambassadors may also initiate connections or liaisons with relevant organizations, subject to prior agreement with the Management Board.

Section 3. Conduct and Knowledge Requirements

Ambassadors commit to promoting the Foundation in a positive and professional manner and to complying with all applicable antitrust laws. They shall be familiar with the following materials:

- The Foundation's antitrust guidelines.
- The organizational structure, including the roles of Committees and the Management Board.
- The white paper on the benefits of Direct Current.
- The Current/OS principles and technical rules.

Ambassadors are also encouraged to actively participate in peer discussions and share experiences during Partner Forums and Plenary Sessions.

Section 4. Authority and Limitations

Ambassadors shall not, under any circumstances, make commitments or sign documents on the behalf of the Foundation.

Section 5. Recognition and Business Cards

Ambassador may claim this role in social media and may request Current/OS business cards from the Foundation. Cards shall be issued free of charge and in a non-discriminatory manner.

The Executive Committee reserves the right to revoke Ambassador recognition and request the discontinuation of business card use at its sole discretion, including in cases of non-compliance or dissemination of negative or misleading messages about the Foundation.

Section 6. Compensation

Ambassadors act in a voluntary capacity and shall not receive any remuneration, compensation, or reimbursement from the Foundation for their promotional activities.

ARTICLE XI – GENERAL ASSEMBLY AND PLENARY SESSIONS

Section 1. Annual General Assembly

The Foundation shall convene at least one General Assembly per calendar year, bringing together representatives of all Partner companies to review the Foundation's activities, financial accounts, strategic direction, and other matters of collective interest.

The Executive Committee shall present its operational report and strategic execution plan during the General Assembly.

Section 2. Additional Plenary Sessions

In addition to the annual General Assembly, the Foundation may organize Plenary Sessions throughout the year to facilitate deeper engagement, technical exchange, and strategic alignment among Partners. The scheduling and format of these sessions shall be determined by the Executive Committee.

Section 3. Participation and Costs

Participation in General Assemblies and Plenary Sessions shall be free of charge for at least one (1) representative from each Partner company. Travel, accommodation, and other personal expenses shall be borne by the participants. The Foundation may request an additional contribution from Partner companies wishing to register multiple participants. In cases where the size of the Partner

community exceeds logistical capacity, the Foundation reserves the right to limit the number of attendees per company.

Section 4. Notification and Planning

The Foundation shall inform all Partners of the dates and location of the upcoming General Assembly and any scheduled Plenary Sessions as early as reasonably possible, to facilitate planning and participation.

ARTICLE XII - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given under the provisions of these Bylaws or under the provisions of the Articles, a waiver thereof in writing, signed by the person or persons entitled to such notice, or by electronic means sufficient to authenticate the sender, date and time, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII - MISCELLANEOUS

Section 1. Choice of Law.

These Bylaws shall be subject to the laws of The Netherlands.

ANNEX I

STICHTING CURRENT OS **PARTNER AGREEMENT**

This Partner Agreement (“**Agreement**”) is made this **[date]** (“Effective Date”) by and between:

Stichting Current OS, a foundation under the laws of the Netherlands having its registered office address at Oosteinderweg 127C, 1432 AH Aalsmeer, The Netherlands
 (“*Foundation*”)

and

[NAME PARTNER], a company incorporated under the laws of [COUNTRY], having its registered office address at [ADDRESS],
 (“*Partner*”) acting on behalf of its Affiliates.

Both the Foundation and Partner being hereinafter referred to individually as “Party” or jointly as “Parties”.

PREAMBLE

Incorporated under the Laws of the Netherlands, the Foundation is an open non-profit organization whose purpose is to develop and promote the adoption of the COS Rules (as this term is defined below) by as many companies as possible in order to make Current/OS a worldwide standard for electrical distribution. The Articles of Incorporation (“Articles”) and Bylaws of the Foundation (“Bylaws”) are available at the Foundation’s website <https://currentos.org/> (“Website”), as such documents may be amended by the Foundation in its sole discretion from time-to-time.

The Partner has expressed its wish to support the Foundation from a technical or financial (or both technical and financial) perspective, and the Management Board of the Foundation (“Management Board”) has decided to admit the Partner.

By executing this Agreement, Partner agrees to abide to (per order of precedence) the Articles, Bylaws and the terms of this Agreement. In case of any contradictions or inconsistencies between the provisions of this Agreement and the appendix 1 “Amendment Partner Agreement” and appendix 2 “Amendment Supporter Agreement” of the Bylaws, the terms of this Agreement shall take precedence.

Status of the Partner when executing this Agreement: (**Choose from Gold/Silver/Bronze/Ruby**)

Qualification of a Partner is based on the criteria as specified in Annex 1.

TERMS AND CONDITIONS

Definitions

Unless otherwise defined in (per order of precedence) the Articles or Bylaws, the following terms shall have the meaning set forth below:

- (i) **"Affiliate"** means, with regards to any Party or COS Partner, any entity that is directly or indirectly controlled by, under common control with or that controls the subject Party. For the purpose of this definition, "control" means direct or indirect ownership of or the right to exercise (a) more than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) more than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity; provided, however, that in each case such entity shall be deemed to be an Affiliate only for so long as such control exists.
- (ii) **"Authorized Testing Center"** means a testing center identified in the Certification Scheme and authorized by the Foundation for the testing of Licensed Product(s).
- (iii) **"Certification Body"** as defined in ISO/IEC17065:2012 is a third-party conformity assessment body operating the Certification Scheme.
- (iv) **"Certification Scheme"** means the certification scheme as defined by the Foundation in accordance with ISO/IEC17067:2013, and released from time to time on the Website.
- (v) **"COS Essential Intellectual Property Rights"** means any intellectual property rights (other than trademark rights and copyright) that, taking into account normal technical practice and the state of the art generally available at the time of publication of the COS Rules or thereafter, is necessarily infringed when making, selling, leasing, using or operating the Licensed Product(s) which comply with the COS Rules.
- (vi) **"COS Partner"** means all entities or organizations that have entered into a Partner Agreement with the Foundation. For clarity, the term COS Partner also includes Partner on the basis of this Agreement.
- (vii) **"COS Rules"** means the set of electrical distribution rules and principles defined by Foundation, which are published on the Website and updated from time to time.
- (viii) **"COS Testing Requirements"** means a set of testing requirements, such as defined in the Certification Scheme, that a product needs to successfully pass in order to be approved as conform to the COS Rules by an Authorized Testing Center.
- (ix) **"Initial Term"** means, with respect a dedicated year, the timeframe between the Effective Date and the 31st December of this same year.
- (x) **"Field of Use"** has the meaning set forth in Annex 1.
- (xi) **"Foundation Trademarks"** means all trademark applications or registrations resulting therefrom filed by the Foundation.

- (xii) **“Licensed Product”** means any products or components thereof (whether a chip, subsystem, end user product or software module) manufactured, leased and/or sold by a COS Partner and/or its Affiliates, which conforms to the COS Rules and falls within that COS Partner’s Field of Use at the date of manufacturing or initial sale.
- (xiii) **“Renewal Term”** has the meaning ascribed to it in **Section 5(a)** hereof.
- (xiv) **“Submission”** has the meaning ascribed to it in **Section 2.2(b)** hereof.

1. *Dues and Fees*

To the extent applicable, the contribution owed and (anytime applicable) to be paid by Partner and related payment details are specified in Annex 1 of this Agreement, as it reads from time-to-time.

Such contribution is non-refundable and may be updated at any point of time by the Foundation, in its sole discretion, in accordance with the Bylaws. Should the Foundation decide to update its contribution policy during the Initial Term or any Renewal Term (as the case may be), such updated contribution policy shall not apply to the Partner for this same Term but upon the subsequent Renewal Term (if applicable).

The Foundation shall inform the Partner no later than the 1st of October in case of modifications to the contribution policy.

2. *Rights and Duties of Partner*

2.1 License granted by the Foundation

- (a) **COS Essential Intellectual Property Rights.** Subject to the terms and conditions of this Agreement, the Foundation hereby grants to the Partner and its Affiliates, a non-exclusive, non-transferable, non-sublicensable, worldwide royalty-free sublicense under the COS Essential Intellectual Property Rights it owns or has the right to sublicense. This license includes the right to make (including design and develop), have made (including have designed and have developed), use, import, and directly and indirectly, offer to sell, sell, lease, promote and otherwise distribute the Licensed Products.
- (b) **Copyright.** Subject to the terms and conditions of this Agreement, the Foundation hereby grants to Partner and its Affiliates, a personal, non-exclusive, royalty-free, non-transferable, non-sublicensable, worldwide, copyright license to use and reproduce any copyrightable materials as provided and amended by the Foundation from time to time. All reproductions of the copyrightable materials made by the Partner and/or its Affiliates shall include any copyright notices and disclaimers as set forth or prescribed by the Foundation at any moment, in its sole discretion.
- (c) **Foundation Trademarks.** Subject to the terms and conditions of this Agreement, the Foundation hereby grants to Partner and its Affiliates, a non-exclusive, non-transferable, worldwide license to use the Foundation Trademarks in conjunction with the Licensed Products that have been approved by an Authorized Testing

Center, and any related marketing literature (e.g. packaging, marketing materials,...etc) as per the Trademark Usage Guidelines available on the Website. The Partner agrees that all goodwill associated with the use of the Trademarks shall accrue to the exclusive benefit of Foundation.

2.2 Partner's undertakings

(a) Non-Circumvention. The Partner hereby agrees that:

- i) neither it nor any of its Affiliates has granted any exclusive licenses under, nor has transferred, its COS Essential Intellectual Property Rights (if any);
- ii) it shall not grant, and shall refrain its Affiliates from granting, any exclusive licenses under its COS Essential Intellectual Property Rights (if any);
- iii) it shall not transfer, and shall refrain its Affiliates from transferring, its COS Essential Intellectual Property Rights (if any);

all items (i), (ii) and (iii) for the sole purpose of circumventing such Partner's obligations under this Agreement.

(b) Partner's License Grant(s). The Partner may in its sole discretion submit to the Foundation (via the Management Board) any improvement or independent developments in relation to COS Rules (hereinafter the "Submission"), being provided that Partner shall be fully responsible to ensure that, as part of any Submissions, no information that is subject to any third party's confidentiality obligation or any restriction in terms of dissemination, is submitted to the Foundation. The Management Board will decide whether or not it qualifies to be incorporated into the COS Rules, provided that the Foundation can reject any Submission, at its sole discretion, in particular (but not only) if such Submission is (i) likely to result in risks of incompatibility or endanger the safety or the reliability of any Licensed Products, or (ii) is outside the purpose of the Foundation.

Except as provided in Section 2.2(c), Partner hereby grants to the Foundation a royalty-free, non-exclusive, perpetual, irrevocable, non-transferable, sub-licensable and worldwide license on any of its (including its Affiliates') COS Essential Intellectual Property Rights that apply to its Submissions.

(c) Changes to COS Rules. The Foundation agrees that Partner will be notified of any proposed modifications or additions to the COS Rules at least thirty (30) days before any approval of any such modifications or additions, and that Partner will have an opportunity to review the full details of any such modifications or additions during such notice period. In the event that Partner believes that a proposed modification or addition would incorporate or embody any of Partner's intellectual property rights that have not previously been included as COS Essential Intellectual Property Rights, Partner may, in its sole discretion, object to the modifications or additions and initiate a process to review the proposed modifications or additions with the Management Board. The procedure to submit an objection and initiate review will be determined by procedures adopted by the Management Board from time to time. The final resolution of any objection and review will be determined in accordance with the applicable procedures adopted by the Management Board.

(d) Carve-out. The license captured under Section 2.2(b) and non-assert captured under Section 2.2(e) shall not apply to any COS Essential Intellectual Property Rights infringement, claim, action or proceedings that are already ongoing when the Partner involved in such infringement, claim, action or proceedings enters this Agreement.

- (e) **Non-Assert.** Irrespective of any Partner's Submissions, the Partner hereby agrees not to bring, commence, maintain or prosecute any claim, action or proceedings against any third party based on any COS Essential Intellectual Property Rights that it (including its Affiliates) may within the term of its participation to this Agreement own or control, in relation with a Licensed Product. The foregoing non-assert will not extend to any modifications or additions to the COS Rules that are approved after Partner has notified the Foundation of its intent to withdraw under Section 5(b)(i) below.
- (f) **Partner's Trademarks License.** Partner hereby grants, or shall cause its Affiliates (as the case may be) to grant, to the Foundation a non-exclusive, non-sublicensable, non-transferable, worldwide license to use and display the Partner's Corporate name and logo (as provided by the Partner) on the Website and in any promotional materials of the Foundation. Said use shall comply with the written (or electronical) trademark usage guidelines provided by the Partner, as the case may be.
- (g) **Testing Procedure & Product Certification.** Prior to distributing or permitting any distribution of a Licensed Product that conforms to the COS Rules, the Partner shall successfully pass the COS Testing Requirements with regard to the Licensed Product (the "Testing Procedure") in order to obtain certification of the Licensed Product (the "Product Certification").
 - i) **Testing Procedure:** The COS Testing Requirements shall be made available to the Partner via the Website. Partner shall entirely bear the costs and expenses in relation with the performance of the Testing Procedure. Testing Procedure can only be performed by an Authorized Testing Center. Partner shall reasonably cooperate with the Authorized Testing Center during all Testing Procedure and, if requested by the Foundation, shall immediately provide tests reports issued by the Authorized Testing Center to the Foundation.
 - ii) **Product Certification:** Certificates shall be delivered by a Certification Body. Only certified products or certified components shall be authorised to bear the Current/OS certification mark and are eligible to be listed on the Website.

2.3 Marketing Benefits

The Partner shall have the marketing benefits set forth in Annex 1.

2.4 General Assembly

At least once a year, Partner shall be invited to meet with all other partners to the Agreement for a General Assembly. During this General Assembly, the Management Board of the Foundation shall present, among other things, the annual accounts of the Foundation and related activities performed by the Foundation over the last twelve (12) months.

Further General Assemblies will be organized by the Foundation, if requested by at least 2/3 (two third) of the overall partners to this Agreement.

3. Antitrust

The Foundation has been formed to promote Current/OS as a standard. Consequently, the Foundation shall foster competition in the development of new products and services that comply with COS Rules, in conformance with all applicable antitrust laws and regulations. Partner shall not be restricted in any way from designing, developing, manufacturing, marketing and/or procuring products or services which claim conformance with the COS Rules. Implementation, use or adoption of Current/OS as a standard is voluntary. Partner is neither required to implement, use or adopt Current/OS as a standard, nor obligated to announce or market any products or services that conform with the COS Rules by virtue of signing this Agreement. Partner agrees to the abide at any time and in all circumstances to the applicable antitrust laws.

4. Confidential Information

Unless available on the publicly available portion of the Website, Partner shall maintain any and every information marked as confidential, including but not limited to the COS Rules and COS Testing Requirements, and any other information designated "confidential" or stamped with any similar marking by the Foundation (collectively the "**Confidential Information**") in strict confidence, with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care.

Partner shall not use, disclose or copy the Confidential Information except as necessary to its employees and contractors (under obligation of confidentiality) on a need to know basis. Partner will not, however, be liable for the disclosure of any information which is: i) rightfully in the public domain other than by the Partner's breach of a duty; ii) rightfully received from a third Party without any obligation of confidentiality; iii) rightfully known to the Partner without any limitation on use or disclosure prior to its receipt from the Foundation; iv) independently developed by employees of the Partner without using the disclosed information; v) rightfully disclosed as required by law, and provided that the Partner provides prompt written notice to the Foundation of such legal requirement; or vi) rightfully disclosed with the prior written consent of the Foundation. The Partner seeking to rely on one of the immediately foregoing six (6) exceptions shall bear the burden of proof for showing that such disclosure falls under any such exception.

5. Term and Termination

(a) Term

This Agreement shall enter into force on the date it is signed by both Parties and shall, with respect to the Partner, remain in effect until the earlier of: (i) the dissolution and winding up of the Foundation; (ii) the expiry of the Initial Term or the Renewal Term as the case may be (iii) such date as Partner withdraws from this Agreement as specified in **Section 5(b).i.**; and (iv) such date as Partner is excluded as specified in **Section 5(b).ii.**

Absent a notice in accordance to Section 5(b).i. this Agreement will automatically be renewed upon expiry of the Initial Term for subsequent twelve (12)-month periods (each a "**Renewal Term**") subject to complying with the then-currently applicable contribution policy.

(b) Termination

i. Withdrawal

Partner shall have the unilateral right to withdraw from the Agreement, subject to a one (1) month prior written notice sent to the Foundation. Partner shall not be eligible to any refund in case of withdrawal.

ii. Exclusion

The Management Board of the Foundation can decide to exclude and consequently terminate this Agreement with the Partner in case Partner fails to remedy any breach to this Agreement within 15 (fifteen) days upon being notified of said breach by the Foundation.

If seating at the Management Board of the Foundation at that time, Partner shall not be part of the vote to decide whether or not it should be excluded.

Partner shall not be eligible to any refund in case of exclusion.

iii. Failure to Pay

If Partner fails to pay the applicable contribution in due time, this Agreement shall immediately terminates.

(c) Survival

Upon expiration or termination (for any reason) of this Agreement, the following terms shall survive: **Sections 2.2(b), 2.2(c), 2.2(d), 2.2(e), 3, 4, 5(d), 6, 7, 8 and 14** of this Agreement.

(d) Consequences of Termination

Upon termination of this Agreement, all rights granted to the Partner under this Agreement shall, unless otherwise stated herein, immediately cease. Notwithstanding the immediately preceding sentence, the Partner shall be authorized to sell off its existing stocks of Licensed Products for a limited period of 6 (six) months upon termination of the Agreement, but will not be entitled to continue using the COS Rules for any purposes, or renew the Product Certification, or to pursue the manufacturing (either by itself or through third parties) of the Licensed Products.

Termination of Partner's participation in this Agreement shall not affect the existence or enforceability of this Agreement as to all the remaining parties.

If requested in writing by the Foundation, the Partner shall destroy or return without undue delay all materials received from the Foundation.

6. Warranty Disclaimer

EACH PARTY AGREES THAT ALL MATERIALS CONTRIBUTED OR MADE AVAILABLE UNDER THIS AGREEMENT ARE PROVIDED "AS IS". CONSEQUENTLY, NEITHER PARTY HERETO MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO (i) ANY

SOFTWARE, DOCUMENTATION, INTERFACES, SAMPLE IMPLEMENTATIONS, SPECIFICATIONS OR ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE TO EACH OTHER, OR TO ANY OTHER PARTNER TO THIS AGREEMENT, UNDER THIS AGREEMENT, OR (ii) ANY STANDARD OR INTERFACE OR SPECIFICATIONS APPROVED, PROMOTED OR ENDORSED BY THE FOUNDATION, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ABSENCE OF MISAPPROPRIATION OF ANY THIRD PARTIES' RIGHTS AND INTERESTS.

7. Limitation of Liability

The Foundation's liability is excluded to the maximum extent possible and shall, in any case, be capped to the contribution paid by the Partner for the then-current Initial Term or Renewal Term (as the case may be) when the event giving rise to liability has occurred.

The Partner and its Affiliates agree that the Foundation shall not be held liable if backward compatibility of the Licensed Products cannot be guaranteed or achieved due to the implementation of an updated version of the COS Rules.

Subject to **Section 8**, neither Party shall be liable to the other (including its Affiliates) for any indirect, special, exemplary, consequential, special or punitive damages, including without limitation, lost profits even if advised of the possibility of such damages.

The Foundation shall not be liable to Partner and its Affiliates for any direct, indirect, incidental, consequential, special or punitive damages including, without limitation, lost profits, sustained or incurred by Partner which are not attributable to the actions or inactions of the Foundation under this Agreement.

8. *Indemnification*

Partner shall indemnify, defend and hold harmless the Foundation and its directors, officers, employees, representatives, agents, attorneys, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, suits, proceedings, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Partner's failure to materially comply with any of its obligations under this Agreement. The Indemnified Parties shall without undue delay notify Partner of any such claims, suits or proceedings and, at Partner's sole cost and expenses, reasonably cooperate with Partner in the defence of such claims, suits or proceedings. Partner's cumulative liability pursuant to this **Section 8** shall not exceed a full Term undiscounted contribution.

9. *Notices*

Any written notice required or permitted to be delivered pursuant to this Agreement shall be made in writing and shall be deemed duly delivered, upon the earlier of the following: (a) delivery if delivered in person; or (b) three (3) business days upon sending, when sent by registered or certified mail; or (c) by email to Partner's email address on file, which notice shall be deemed received when sent, to the following address:

- If to Partner:

by mail: **[The Contact/Representative at the address identified in this Agreement]**

by email: **[Email address]**

➤ If to the Foundation:

by mail : Stichting Current OS at the address identified in this Agreement, or
by email : info@currentos.org or to such any other individual or address that may be provided by
either Party during the Term of this Agreement.

10. Binding Nature – Assignment

This Agreement shall be binding upon the Parties and their successors and assigns.

Partner shall not assign or otherwise transfer this Agreement, or any part hereof, whether by operation of law, change of control (including a merger, exchange of stock or otherwise) or otherwise, without the prior written consent of the Foundation. Any assignment or transfer by Partner in violation of the terms of this **Section 10** shall be null and void and of no force or effect.

11. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together shall be deemed to form one and the same instrument.

12. Severability

If any provision of this Agreement or its Annex(e)s hereto is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will, to that extent, be deemed omitted and the remainder of the Agreement or applicable Annex will remain in full force and effect.

13. Waiver

No delay or omission by either Party to exercise any right occurring upon any non-compliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.

14. Governing Law & Dispute Resolution

This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the Netherlands.

Any dispute concerning the validity, interpretation and/or performance of this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. Absent any amicable settlement of the dispute by the expiry of the then-current Initial or Renewal Term, the Agreement shall be terminated.

15. Relationship of Parties

Nothing set forth in this Agreement shall be deemed or construed to render the Parties as joint venturers, or employer or employee of each other. Neither Party shall be entitled to act on behalf of and/or to bind the other Party.

16. Entire Agreement – Modifications

This Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the Parties. This Agreement may be modified only pursuant to a written document executed by one or several authorized representatives of the Parties.

[INTENTIONNALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

November 25, 2025



Yannick Neyret

Assignee

Luiz Fernando Huet de Bacellar

Luiz Huet de Bacellar

Proxyholder



Antonello Antoniazzi

Assignee

Claus Jakobsen



Claus Jakobsen

Assignee

Jens Herter

Assignee



Virginie Golicheff

Assignee