



Articles

Of

The Light Communication Alliance (LCA)

A non-profit organization

10 April 2019

Contents

ARTICLE 1 – IDENTITY	6
1.1. Naming	6
1.2. Scope	6
1.3. Office	6
1.4. Non-profit Association	6
1.5. Policies	6
ARTICLE 2 – PURPOSES	7
2.1. Purposes	7
2.2. Scope limitations	7
ARTICLE 3 – STRUCTURE	8
3.1. The Members	8
3.1.1 Founding Member	8
3.1.2 Contributor Member	8
3.1.3 Strategic Member.....	8
3.1.4 LCA General Members.....	8
3.2. Voting	9
3.3. Dues & Fees	9
3.4. Membership Agreement	9
3.5. Number of Members of the LCA	9
3.6. Non-liability of Members	10
3.7. Failure to Renew Membership	10
3.8. Resignation	10
3.9. Violation of Policies or Duties of Membership	10
ARTICLE 4 –MEETINGS OF MEMBERS	10
4.1. Place of Meetings of Members	11
4.2. General Meetings of Members	11
4.4. Board Meetings planning	11
4.5. Special Meetings	11
4.6. Notice Requirements for Meetings of Members	11
4.6.1 General Notice Requirements	11
4.6.2 Agenda Items for General Members’ Meeting	12
4.6.3 Notice of Certain Agenda Items	12
4.6.4 Manner of Giving Notice	12

4.7. Quorum	12
4.7.1 Percentage Required (except for the decision mentioned in article 4.10 below)	12
4.7.2 Loss of Quorum	12
4.7.3 Adjournment and Notice of Adjourned Meeting	13
4.8. Voting	13
4.9. Waiver of Notice or Consent	14
4.9.1 Written Waiver or Consent	14
4.9.2 Waiver by Attendance	14
4.10. Special quorum and voting rules applicable to amendments to the articles and dissolution of the Alliance	14
ARTICLE 5 – RECORD DATE AND PROXIES	15
5.1 Record Date for Notice, Voting and Other Actions	15
5.1.1 Record Date Determined by Board	15
5.1.2 Record Date Not Determined by Board.....	15
5.1.3 Members of Record.....	16
5.2. Proxies	16
ARTICLE 6 – BOARD OF DIRECTORS	16
6.1. Powers	16
6.1.1. General Corporate Powers	16
6.1.2. Specific powers.....	16
6.2. Directors	16
6.2.1 Designation and appointment:.....	17
6.2.2 Qualifications.....	17
6.2.3 Powers.....	17
6.2.4 Number.....	17
6.3. Vacancies on Board	17
6.3.1. Events Causing Vacancy.....	17
6.3.2. Resignations	18
6.3.3. Termination of a board membership	18
6.3.4. Filling Vacancies.....	18
6.3.5. No Vacancy on Reduction of Number of Directors	18
6.4. Board Meetings	18
6.4.1. Place of Board Meetings.....	18
6.4.2. Meetings by Electronic Means	18
6.4.3. Regular Board Meeting.....	19
6.4.4. Special Meetings of the Board	19

6.4.5. Quorum	19
6.4.6. Waiver of Notice.....	20
6.4.7. Adjournment	20
6.4.8. Notice of Adjourned Meeting.....	20
6.5. Action Without a Meeting.....	20
6.6. Compensation and Reimbursement	20
ARTICLE 7 – OFFICERS AND DIRECTORS OF THE ALLIANCE	21
7.1 Officers	21
7.1.1 Chair.....	21
7.1.2 Vice Chair.....	21
7.1.3 Secretary.....	21
7.1.4 Treasurer	21
7.2 Directors.....	22
7.3 Compensation.....	22
7.4 Independence	22
ARTICLE 8 – COMMITTEES OF THE BOARD AND WORKING GROUP	22
8.1 Committees of the Board and Working Groups	22
8.1.1 Creation and Authority.....	22
8.1.2. Meetings and Actions of Committees of the Board	23
8.2 Description of the Work Group meetings.....	23
8.3 Description of the Committees of the Board.....	24
8.3.1 Executive Committee.....	24
8.3.1.1 Meetings of the Executive Committee.....	24
8.3.1.2 Authority of the Executive Committee.....	24
8.3.1.3. Notification of the Board of Executive Committee Actions	25
8.4 Finance Committee.....	25
8.4 – OTHER COMMITTEES	25
8.4.1. In case a membership committee is not set up.....	25
8.4.2. In case a standards committee is not set up	26
8.4.3. Government Actions.....	26
ARTICLE 9 - FINANCIALS.....	26
9.1 Disbursements	26
9.2 Fiscal Year	26
9.3. Financial Reporting & Audit	26
ARTICLE 11- MISCELLANEOUS PROVISIONS.....	27

11.1. Use of Funds	27
11.2. Amendments	27
11.3. Severability clause	27
ARTICLE 12 – INTELLECTUAL PROPERTY RIGHTS	27

Articles of association of the Light Communication Alliance (LCA)

ARTICLE 1 – IDENTITY

1.1. Naming

The name of the organization is **LIGHT COMMUNICATION ALLIANCE**, also designated LCA.

1.2. Scope

The Light Communication Alliance promotes the uses of light in combination with new optic communication technologies:

LiFi (“Light Fidelity” to design an optical wireless bi-directional local area networking and/or access to the Internet)

OCC (Optical Camera Communication to design optical low-data rate broadcast only content service)

FSO (Free Space Optics to design optical point-to-point bidirectional links)

1.3. Office

The central office of the Light Communication Alliance will be located at:

9 rue du Laboratoire, L1911, Luxembourg

This address can be changed by a decision of the LCA Board.

1.4. Non-profit Association

The Light Communication Alliance (also referred to as “**LCA**” or the “**Alliance**”) is a non-profit organization (*association sans but lucrative*) organized and existing for an unlimited duration pursuant to the Luxembourg law of 21 April 1928 on non-profit associations and foundations, as amended).

1.5. Policies

The Board of Directors may establish Alliance policies detailing practices required of all involved with the Alliance (the “Policies”). The Policies must be consistent with these articles.

ARTICLE 2 – PURPOSES

2.1. Purposes

The Light Communication Alliance has been formed for educational and scientific purposes to promote proficiency in the use of light communication technologies. Its main purpose is to drive a rapid adoption of this technology, corresponding products and services throughout industries and end users around the world.

The objectives of the Alliance are:

- Promote the best interests of light communication by publishing papers explaining the technical, economic, and usage interests.
 - The organization of workshop, conferences and participation in major exhibits.
- Publish user testimonials to communicate best practices and technological opportunities.
 - Creating one or more trademarks (Logo and taxonomy) to be placed by Alliance members on certified solutions as an indicator that a member's products and services conform and comply with the guidance from the LCA.
- Bring together different actors to prepare new uses complementarity with current technologies. Membership includes but is not limited to:
 - Telecom operators, LiFi developers, manufacturers and distributors of luminaires, modems and chipset designers, device manufacturers, academics, Government research institutes, scientific experts, industrial or commercial companies (Transportation, Home, Health, Work-sphere, Bank ...), learning, and others.
 - Communicate with Standards Development Organizations like IEEE, ITU, 3GPP, Wi-Fi Alliance, ETSI, CEN, CENELEC, AFNOR, ISO, IEC, and others.
 - Promote fair competition in the market and comply with all applicable antitrust laws and regulations.

LCA is contribution driven and open to any new work, within the scope of the LCA described above, provided there are at least 3 Board members to support the activity.

2.2. Scope limitations

The Alliance and its Members shall at all times observe and comply with all applicable competition and antitrust rules, regulations and laws. –

ARTICLE 3 – STRUCTURE

3.1. The Members

3.1.1 Founding Member

The following members are considered as “**Founding Members**” of the LCA and shall each be allowed one (1) director seat to the Board:

Orange, Liberty Global, du, Nokia, pureLiFi, Lucibel, Zero.1, VLNComm, Würth Electronic, Fraunhofer HHI, CEA, University of Edinburgh, LEDVANCE, Velmenni and Institut Mines-Telecom

3.1.2 Contributor Member

Any organization shall be eligible to be a “**Contributor Member**” if it demonstrates to the Board that it is dedicated to the purposes of this Alliance by:

1. publicly displaying a legitimate interest (business, technology or regulatory) in light communications; AND
2. publicly supporting, in the form of a press release or as evidenced by shipping products or enabling technology, such as, for example, chipsets, software, etc. for light communication (LC) products, or deploying services based on LC specifications for wireless solutions; AND
3. receiving approval of the membership application by the Board except for the Founding members ; AND
4. Paying such dues and fees as the Board may fix from time to time.

3.1.3 Strategic Member

Any organization shall be eligible to be a “**Strategic Member**” if it satisfies the requirements for membership as a Contributor Member and, in addition,

1. agrees to actively promote LC technologies within the scope of these articles as the primary specification for wireless light communication LAN products operating in each frequency range approved for use by equipment that complies with such LC specifications; AND
2. is shipping, or deploying services based on LC products or enabling technology, such as chipsets, software, etc., or contributing to a regulatory framework for LC solutions; AND
3. *a)* Is proposed by a Strategic Member and receives a vote of approval by a two-thirds (2/3) majority of all Strategic Members in accordance with the requirements of these articles; OR
b) Is a Founding Member of the Alliance. The Founding Member designation is not transferrable.

All Strategic Members shall also be entitled to a single Director seat on the LCA Board.

3.1.4 LCA General Members

Other persons or companies can be classified as “*adhérent*” or “**LCA General Member**”. They are not voting members and are disregarded for the purpose of calculating the quorum and

majority at general meetings of Members. These LCA General Members must pay such dues and fees as the Board may fix from time to time.

Any Member that is associated with or a member of another association will ensure that this association does not consider itself also a member of the Alliance.

3.2. Voting

Each Member entitled to vote shall be entitled to cast one vote on each matter submitted to a vote of the members.

Strategic Members and Contributor Members shall vote in all matters submitted to a vote of the General Members meeting. Except with respect to those matters for which a vote of the Members is required by law, neither the Board nor the Strategic Members, nor any Officer, shall be required to seek, submit, or obtain a vote of the General Members meeting for any particular matter, though any of the foregoing may do so at any time in its discretion to the extent permitted under applicable law, or these Articles.

3.3. Dues & Fees

Initial or annual contributions are due and payable upon the signing of a Membership Agreement (Annex 1) according to the terms defined in the Membership Agreement. In addition to the termination provisions, any Member who is late in paying any dues, taxes or fees will be considered suspended upon written notice from the Board until all outstanding dues, taxes or fees are paid.

→ All Members (Contributor Members, Strategic Members, General Members) are therefore required to respect the Articles of the Alliance, to pay the dues, fees and contributions required in accordance with these rules.

The amount required for annual dues shall be **EUR 5,000 each year**, unless changed by a majority vote of the Members at an annual meeting of the full membership. Continued membership is contingent upon being up-to-date on membership dues.

3.4. Membership Agreement

All Members join the Alliance by accepting these articles along with any amendments that the Board may agree and signing a Membership Agreement.

3.5. Number of Members of the LCA

There is no limit on the number of Members but there cannot be less than three (3).

3.6. Non-liability of Members

No Member of the Alliance, as such, shall be individually liable for the debts, liabilities, or obligations of the Alliance.

LCA may levy dues, fees or assessments upon its Members, but a Member upon receiving notice of any such dues, fees or assessments may avoid liability therefore by resigning from Membership within ninety (90) days of such notification, except where the Member is, by contract or otherwise, liable for such dues, fees or assessments. No provision of the articles authorizing such dues, fees or assessments shall, of itself, create such liability.

3.7. Failure to Renew Membership

Upon a failure of a Member to initiate or renew its membership by paying any required dues, fees and assessments on or before their due date, the Alliance will send the Member a written notification. In case that the notified Member fails to pay the amount of delinquent dues, fees and assessments within thirty (30) days of receiving the written notification, the membership will be considered terminated.

3.8. Resignation

Any Member may resign the membership by filing a written resignation with the Secretary of the Alliance. Resignation shall not relieve a Member of unpaid dues, fees or other charges previously accrued. For clarity, the effective date of resignation is the date such written resignation is received by the Secretary of the Alliance.

3.9. Violation of Policies or Duties of Membership

A member may be expelled from the Alliance if the Contributing or Strategic Members determine by a simple majority vote that the Member has violated an important provision of these Articles or other policies, procedures and compliance outlined in these Articles.

A Member in violation of its responsibilities according to these Articles or in willful default will be subject to all fees/levies/etc. under clause 3.6 independent of any resignation and would then be expelled under this clause.

Any motion to expel a Member from the Alliance will trigger a recorded, written vote. A debate on the motion shall be held at the next General Meeting of Members before the voting on the issue commences.

ARTICLE 4 –MEETINGS OF MEMBERS

Any reference to Members in this article 4 shall be a reference to Voting Members.

4.1. Place of Meetings of Members

Meetings of the Members may be held at a place within or outside Luxembourg designated by the Board or the Chair or by written consent of all persons entitled to vote at the meeting, given before the meeting. Meetings of the Members may also be conducted, in whole or in part, by electronic transmission by and to the Alliance or by video screen communication (WebEx, Coopnet...).

4.2. General Meetings of Members

At least one (1) general Meeting of Members must be held each year on such day and at such hour as may be announced by the Board. All Members can participate with each having one (1) representative. Additional representatives from Members will be permitted to join any meeting but they will not be considered as eligible to vote.

At the discretion of the Board of Directors, General Members Meetings may be held in person, by audio, by videoconferencing techniques, or by any other means or combination thereof. At least one annual meeting shall be in person. Any proper business may be transacted at this meeting such as leadership elections, status update from Work Groups, Decisions & approvals, General information.

4.4. Board Meetings planning

Four (4) or more Board Meetings may be held annually at the Chair's discretion if additional meetings are needed. The agenda can include debrief from the management, decisions on cohesion and programme for growth, etc. as may be set before the meeting.

4.5. Special Meetings

A special Meeting of Members for any lawful purpose may be called at any time by the Board, the Chair or by five percent (5%) or more of the Members. A special meeting of the Board for any lawful purpose may be called at any time by the Board, the Board chairperson, or by five (5) Strategic Members.

4.6. Notice Requirements for Meetings of Members

4.6.1 General Notice Requirements

Whenever Members are required or permitted to take any action at a meeting, written notice of the meeting shall be given to each Member entitled to vote at that meeting. The notice shall specify the place, date, and hour of the meeting, the means of electronic transmission by and to the Alliance or electronic video screen communication, if any, by which Members may participate in the meeting, and

(A) for a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or

(B) for the annual meeting, those matters that the Board, at the time notice is given, intends to present for action by the Members.

4.6.2 Agenda Items for General Members' Meeting

The agenda items for the General Members' Meeting shall constitute at least the following:

- Summary report by the secretary;
- Budget and accounts, along with a treasury audit.

Additional agenda items can be introduced to the meeting at the discretion of the Board.

4.6.3 Notice of Certain Agenda Items

Approval by the Members of any of the following proposals, other than by unanimous approval by those entitled to vote, is valid only if the notice or written waiver of notice states the general nature of the proposal or proposals:

- Amending the articles of the Alliance
- Approving a contract or transaction between the Alliance and one or more Directors, or between the Alliance and any entity in which a Director has a material financial interest;
- Approval of the summary report by the secretary, budget and accounts;
- Electing to wind up and dissolve the Alliance;
- Approving a plan of distribution of assets, when the Alliance is in the process of winding up; or
- Imposing a special assessment on Members.

4.6.4 Manner of Giving Notice

Notice of any Meeting of Members shall be in writing and shall be given at least thirty (30) days, but no more than ninety (90) days before the meeting date. The notice shall be given either personally or by registered mail, by confirmed facsimile or e-mail, by electronic transmission by the Alliance, or by other means of written communication, charges prepaid, and shall be addressed to each delegate (and alternate delegate if the Board so chooses) of each Member entitled to vote, designated by the Member to the Alliance for purposes of notice. Notice shall be deemed to have been given if notice is sent to that Member by mail or other written communication to the address designated by the Member.

4.7. Quorum

4.7.1 Percentage Required (except for the decision mentioned in article 4.10 below)

- Fifty percent (50%) of the Members shall constitute a quorum for the transaction of business at any meeting of the Members.
- 2/3 of the Strategic Members shall constitute a quorum for the transaction of business at any meeting of the Board.
- Each Member shall be represented either by its primary representative or by one alternate representative designated as such in the records of the Alliance.

4.7.2 Loss of Quorum

The Members, present at a duly called or held meeting at which a quorum is initially present may continue to transact business until adjournment, even if enough Members have

withdrawn to leave less than a quorum, any action taken (other than adjournment) needs to be approved by at least two-thirds (2/3) of the Members required to constitute a quorum for a meeting of the general membership or by at least two-thirds (2/3) of all Strategic Members for a meeting of the Strategic Members.

4.7.3 Adjournment and Notice of Adjourned Meeting

Any Meeting of Members, whether or not a quorum is present, may be adjourned from time to time by the vote of two-thirds (2/3) of the Members represented at the meeting, either in person or by proxy. No meeting may be adjourned for more than forty-five (45) days. When a Meeting of Members is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which adjournment is taken. If after adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at the meeting. At the adjourned meeting, the Alliance may transact any business that might have been transacted at the original meeting.

4.8. Voting

4.8.1 Eligibility to Vote

Members entitled to vote at any general meeting of Members shall be Contributor Members and Strategic Members in good standing, as of the record date determined under Section 5 of these articles and Members entitled to vote at any meeting of Strategic Members shall be Strategic Members in good standing as of the record date determined under Sections 5 of these articles.

Members is “good standing” are defined as members who have :

- No outstanding fees,
- Abide by the rules governing the LCA, including but not limited to these Articles, and
- Attended at least one Meeting of the Members in the past 12 months (Working Group, Board or other meetings).

4.8.2 Manner of Casting Votes

Voting may be by voice, by ballot, or by recorded mail.

4.8.3 Voting

Each Member authorized to vote shall be entitled to cast one vote on each matter submitted to a vote of the Member.

Each Strategic Member authorized to vote shall be entitled to cast one vote on each matter submitted to a vote of the Board. Each Member’s or Strategic Member’s vote, as applicable, will be cast by either its primary delegate or an alternate delegate, but not by both.

4.8.4 Approval by Two-Thirds Vote of Members

If a quorum is present, the vote of two-thirds (2/3) of the votes shall be required to pass a resolution, unless the vote of a greater number or voting by classes is required by law or these articles.

Any matter approved by a general Meeting of Members' vote shall not be binding on the Alliance without the approval of a two-thirds (2/3) majority of all Strategic Members at a duly called meeting at which a quorum is present or by written consent of the strategic members, unless at least two-thirds (2/3) of all strategic members participate in the general meeting of members' vote and at least two-thirds (2/3) of all strategic members voting waive the requirement of a separate vote by the Strategic Members.

4.9. Waiver of Notice or Consent

4.9.1 Written Waiver or Consent

The transactions of any general meeting of members, however called and wherever held, shall be as valid as though taken at a meeting duly held after contributor call and notice, if (A) a quorum is present either in person or by proxy, and (B) either before or after the meeting, each member entitled to vote, who is not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes. The waiver of notice, consent, or approval need not specify either the business to be transacted or the purpose of any meeting of members, except that if action is taken or proposed to be taken for approval of any of those matters specified in Section 5.4.2, the waiver of notice, consent, or approval shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes no later than one (1) month after the general meeting of members has been adjourned.

4.9.2 Waiver by Attendance

A Member's attendance at a meeting also shall constitute a waiver of notice of and presence at that meeting unless the Member objects at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included, if that objection is expressly made at the meeting.

4.10. Special quorum and voting rules applicable to amendments to the articles and dissolution of the Alliance

4.10.1. The general meeting of Members may validly deliberate on amendments to the articles if the meeting is attended by two thirds of the members. No amendment may be adopted unless it is adopted by a two-thirds majority of the votes cast.

4.10.2. If two thirds of the Members are not present or represented at the first meeting, a second meeting may be convened, which may deliberate regardless of the number of Members present.

4.10.3 However, if the amendment concerns one of the objects for which the Alliance was formed as discussed in Section 2.1, the above rules are amended as follows:

- a) The second meeting shall only be validly constituted if at least half of its Members are present or represented;
- b) The decision shall not be approved at either meeting unless it is adopted by a three-quarters majority of the votes cast;

4.10.4 The general meeting of Members may only dissolve the Alliance if two thirds of its members are present or represented. If this condition is not met, a second meeting may be convened which shall validly deliberate regardless of the number of members present or represented. The dissolution will only be adopted if it is approved by a two-thirds majority of the Members present or represented.

4.10.5 Any decision to dissolve the Alliance, taken by an assembly not gathering two thirds of its members, is subject to the approval of the civil court.

4.10.6 Any assets or estate of the organization after the approval of the dissolution of the Alliance shall be transferred to a non-governmental, non-for-profit organization that is actively supporting the growth of light communications or other wireless communications. The organization designated to receive the assets, estate and other property of the Alliance shall not be an affiliate of any Strategic Member. The last general assembly of the Alliance shall designate the appropriate receiving body.

ARTICLE 5 – RECORD DATE AND PROXIES

5.1 Record Date for Notice, Voting and Other Actions

5.1.1 Record Date Determined by Board

For purposes of determining the Members entitled to notice of any meeting, entitled to vote at any meeting or entitled to exercise any rights with respect to any lawful action, the Board may fix, in advance, a record date. The record date so fixed (A) for notice of a meeting shall not be more than ninety (90) or less than ten (30) days before the date of the meeting; (B) for voting at a meeting shall not be more than sixty (60) days before the date of the meeting; (C) for any other action shall not be more than sixty (60) days before that action.

5.1.2. Record Date Not Determined by Board

- a) Record Date for Notice or Voting. If not otherwise fixed by the Board, the recorded date for determining Members entitled (1) to receive notice of a Meeting of Members shall be the business day preceding the day on which notice is given or, if notice is waived, the business day preceding the day on which the meeting is held, and (2) to vote at the meeting shall be the day on which the meeting is held.

- b) Record Date for Other Actions. If not otherwise fixed by the Board, the recorded date for determining Members entitled to exercise any rights with respect to any other lawful action shall be the date on which the Board adopts the resolution relating to that action, or the 60th day before the date of that action, whichever is later.

5.1.3 Members of Record

For purposes of this Section 5.1, a person holding a membership at the close of the Alliance's registered office on the record date shall be a member of record.

5.2. Proxies

Each Member entitled to vote shall have the right to do so either in person or by one or more agents authorized by a written proxy, signed by the Member and filed with the Secretary or the Board of the Alliance. A proxy shall be deemed signed if the Member's name is placed on the proxy (whether by manual signature, typewriting, electronic signature, or otherwise) by the Member or the Member's attorney-in-fact.

ARTICLE 6 – BOARD OF DIRECTORS

6.1. Powers

6.1.1. General Corporate Powers

Subject to applicable laws, and subject to any limitations in these Articles regarding actions that require the approval of the Members, the Alliance's activities and affairs shall be managed, and all corporate power shall be exercised, by or under the Board's direction. The Board is responsible for overall policy and direction of the Alliance, and delegates responsibility of day-to-day operations to the staff and Committees.

6.1.2. Specific powers

Without prejudice to the general powers set the Board shall have the power to:

- Appoint and remove at the discretion of the Board all the Alliance's officers, agents, and employees, prescribe powers and duties for them that are consistent with the applicable law and with these Articles, and fix their compensation and require from them security for faithful performance of their duties.
- Change the registered office from one location to another, provided it remains in Luxembourg; cause the Alliance to be qualified to conduct its activities in any other country; and designate any place for holding any Meeting of Members.

6.2. Directors

The Directors on the Board are the persons designated by the Strategic Members who have been appointed to the director role, who are not otherwise employed by or engaged with the Alliance.

6.2.1 Designation and appointment:

Each Strategic Member shall designate one individual to serve as Director on the Board (such person being hereafter referred to as a “Designee”). A Strategic Member shall designate a Designee within thirty (30) days after the initial admission as a Strategic Member and within thirty (30) days after the occurrence of a vacancy for which the Strategic Member is eligible to designate the new Director. For a Designee to become a Director, he or she will have to be appointed by the general Meeting of Members. The Director shall serve until removed by general Meeting of Members or if that person is no longer affiliated with the Strategic Member that initially appointed the person. A Strategic Member shall be entitled to change their Designee with thirty (30) day notice to the Board.

6.2.2 Qualifications

The qualifications for a Director are that the individual:

- a) is designated by a Strategic Member in good standing with the Alliance,
- b) is an employee or consultant of the designating Strategic Member,
- c) agrees to accept the duties and responsibilities imposed upon Directors generally, as established by law and by the Board from time to time,
- d) he or she shall act at all times in a manner that such Director believes to be in the best interests of the Alliance.

6.2.3 Powers

An individual Director has no powers other than those explicitly detailed in these Articles, the law or otherwise bestowed to a Director explicitly by the Board.

6.2.4 Number

The Board shall consist of at least three (3) but not more than twenty (20) Directors. The composition of the Board may change at any time through a two-thirds (2/3) majority vote by the eligible Strategy Members to increase or decrease the number of Directors on the Board.

6.3. Vacancies on Board

6.3.1. Events Causing Vacancy

One or more vacancies on the Board must exist in the following circumstances:

- a) the death or resignation of a Director;
- b) the vote by simple majority of the Members and approved by two-thirds (2/3) of all Strategic Members, or
- c) the increase of the authorized number of Directors.

Advance notice of thirty (30) days will be given to the Member that a proposed vote will be taken to replace the currently appointed director for the Strategic Member.

If a Strategic Member resigns or is expelled from the Alliance, the director designated by this Strategic Member is automatically removed from office, the authorized number of directors is correspondingly automatically reduced, and no vacancy on the Board is created thereby.

Likewise, if a Strategic Member is suspended from membership, the director designated by this Strategic Member is automatically removed from office while the suspension remains in effect and the authorized number of directors is correspondingly automatically reduced during that period. No vacancy on the Board is created by virtue of the suspension.

Upon removal from suspended status and in connection with restoration of membership rights and privileges, the same director that was removed from office at the time of suspension is automatically restored to the Board as that Strategic Member's designated Director.

6.3.2. Resignations

Except as provided below, any Director may resign by giving written notice to the Chairperson of the Board, if any, or to the President or to the Secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective.

6.3.3. Termination of a board membership

A Board membership shall be terminated from the Board due to excess absences, more than two unexcused absences from Board Meetings in a year. A Board Member may be removed for other reasons by a three-fourths vote of the remaining Directors.

6.3.4. Filling Vacancies

If a vacancy is created, the Strategic Member with authority to fill that vacancy shall designate a new Director within thirty (30) days after the occurrence of the vacancy. If a Strategic Member fails to fill the vacancy during this period, then the Strategic Member would be classified as a Contributor member.

6.3.5. No Vacancy on Reduction of Number of Directors

No reduction of the authorized number of Directors shall have the effect of removing any director unless there is a corresponding reduction in the number of Strategic Members.

6.4. Board Meetings

Board meetings will be governed by the following provisions:

6.4.1. Place of Board Meetings

Meetings of the Board may be held at any place within or outside Luxembourg that has been designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the principal office of the Alliance.

6.4.2. Meetings by Electronic Means

Any meeting may be held by conference telephone, electronic video screen communication, or electronic transmission by and to the Alliance or similar communication equipment.

Participation through the use of conference telephone or electronic video screen communication constitutes presence in person at the meeting so long as all directors participating in the meeting can hear one another. Participation through electronic transmission by and to the Alliance, other than by conference telephone and electronic video screen communication, constitutes presence in person at the meeting only if (A) each director participating in the meeting can communicate with all of the other directors concurrently, and (B) each director is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the Alliance.

6.4.3. Regular Board Meeting

Regular meetings of the Board may be held without notice at such time and place as the Board may fix from time to time.

6.4.4. Special Meetings of the Board

✓ Authority to Call.

Special meetings of the Board for any purpose may be called at any time by the Officers or any three Directors.

✓ Notice

Written notice of each special meeting of the Strategic Members shall be given not less than thirty (30) days before the date of the meeting. All such notices shall state the place, the date, and the hour of such meeting, and shall state such matters, if any, as may be expressly required by applicable law. Such notice shall describe the purpose of the meeting and shall identify a readily available source for further information, if appropriate. A proposed agenda of items to be considered shall be distributed prior to the meeting.

The Secretary, or any other Officer, or those persons calling the meeting, shall cause the notice of the meeting to be given. Such notice shall be given either personally or by mail or other means of written communication (including electronic means), addressed or delivered to each such Member at the address of such Member appearing on the books of the Alliance or given by the Member to the Alliance for the purpose of such notice.

The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication including electronic means.

6.4.5. Quorum

Two-thirds (2/3) of the authorized number of Directors shall constitute a quorum for the transaction of business, except to adjourn. Subject to any more stringent provisions of the Luxembourg law every action taken or decision made by a two-thirds (2/3) majority of the Directors then in office at a duly held meeting at which a quorum is present shall be the act of the Board, including, without limitation, those provisions relating to (A) approval of contracts or transactions between the Alliance and one or more Directors or between the Alliance and any entity in which a director has a material financial interest, (B) creation of and appointments to committees of the Board, and (C) indemnification of Directors. A meeting at

which a quorum is initially present may continue to transact business, despite the withdrawal of Directors, if any action taken or decision made is approved by at least two-thirds (2/3) of the Directors then in office.

6.4.6. Waiver of Notice

Notice of a meeting need not be given to any Director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent may be given by any means that is capable of being recorded and stored as part of the corporate records, including, without limitation, by e-mail or by electronic transmission to the Alliance. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

6.4.7. Adjournment

A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. The date of the next meeting must be scheduled in respect of Section 4.

6.4.8. Notice of Adjourned Meeting

Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the Directors who were not present at the time of the adjournment.

6.5. Action Without a Meeting

Any action that the Board is required or permitted to take may be taken without a meeting if all members of the Board consent in writing to that action. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board. A written consent may, to the extent permitted by applicable law, be solicited and provided by e-mail or facsimile, so long as the response contains an actual, facsimile or electronic signature clearly indicating the Board member's assent to the proposition.

6.6. Compensation and Reimbursement

Directors will receive no compensation for their services, but may receive such reimbursement of expenses, as may be determined by Board resolution to be just and reasonable as to the Alliance at the time the resolution is adopted.

ARTICLE 7 – OFFICERS AND DIRECTORS OF THE ALLIANCE

7.1 Officers

The Officers of the Alliance will be: Chair, Vice Chair, Secretary, and Treasurer. These will be appointed at the discretion of the Board through a simple majority vote during a Board meeting. The Board can issue a call for candidates for each position no less than thirty (30) days before a meeting of the Board.

7.1.1 Chair

The Chair is to serve as a leader who inspires others to ensure the Alliance's preeminence in an evolving industry, in part by supporting the Alliance's vision, mission and values. The Chair will, subject to the approval of the Board and in accordance with the Articles and the Policies, oversee the affairs of the Alliance and perform all duties incident to the office and those assigned by the Board. The Chair will preside at all membership meetings of the Alliance, Executive Committee meetings or meetings of the Board and arranges for other members of the Executive Committee to preside at each meeting in the following order: Vice-chair, Secretary, Treasurer. The Chair will make certain that all responsibilities assigned to Officers are fulfilled.

7.1.2 Vice Chair

The Vice Chair will serve as Chair of the Nominating Committee and as an ex-officio member of all other Alliance committees. The Board Chair may assign other duties to the Vice Chair. The Vice Chair will assume the duties of the Chair in the event of their resignation, absence or inability to act. The Vice Chair will succeed to the office of the Chair upon their completion of that term.

7.1.3 Secretary

The Secretary will direct the maintenance of the non-financial records and proceedings of the Alliance, including notices to the members as appropriate. The Secretary will be responsible for overseeing the taking of minutes at all board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board Member. The Secretary will perform other duties, which the Chair may assign. Duties of the Secretary may be delegated to the Chair, Vice Chair or to a voluntary member.

7.1.4 Treasurer

The Treasurer will lead the maintenance of Alliance funds and financial records. The Treasurer will ensure the proper accounting procedures for the safekeeping of funds in banks, trust companies and / or investments approved by the Executive Committee or the Board of Directors, and will report on the financial situation of the Alliance at all committee meetings. Board of Directors, at the annual meeting of members and at other times upon call by the chair.

The Treasurer shall chair the Finance Committee, assist in the preparation of the budget, help develop fundraising plans, and make financial information available to Board members and the public.

At the end of each fiscal year and at any other time determined by the Board of Directors, the Treasurer may conduct an audit of the Alliance's financial statements by a public accountant. At the end of his term of office, the Treasurer shall hand over to his successor all the financial records and documents of the Alliance necessary for the performance of his duties. In the absence of a successor, the Treasurer shall give accounts, records and documents to the president. The duties of the treasurer, as specified by the council, may be delegated by the Chair or Vice chair or to a voluntary member.

7.2 Directors

The Directors on the Board will be charged with the responsibilities to fairly represent the interests of the membership, to encourage participation in the programs established by the Board, undertake strategic and long-term planning for the Alliance on an ongoing basis and, in general, to serve as a liaison in maintaining healthy communication between its membership representation and the Alliance.

The Directors will also perform such other responsibilities as the Chair or Board may delegate.

7.3 Compensation

Officers and Directors will not receive any compensation for service on the Board of Directors.

7.4 Independence

All Directors will act in an independent manner consistent with their obligations to the Alliance and applicable law, regardless of any other affiliations, membership, or positions.

ARTICLE 8 – COMMITTEES OF THE BOARD AND WORKING GROUP

8.1 Committees of the Board and Working Groups

8.1.1 Creation and Authority

The Board, by a decision adopted by two-thirds (2/3) of the directors then in office, provided there is a quorum, may create one or more working groups. **No member of these groups can:**

Take any final action on any matter that, under the not for profit corporation laws of the country of Luxembourg, also requires approval of the Members or approval of a majority of all Members;

Fill vacancies on the Board or on any committee that has the authority of the Board

Fix compensation of the directors for serving on the Board or on any committee

Amend or repeal articles or adopt new articles

Amend or repeal any Board action that, by its express terms, is not so amendable or repeatable;

Create any other committees of the Board or appoint the members of committees of the Board;

Expend corporate funds in violation of Luxembourg laws

With respect to any assets held in charitable trust, approve any contract or transaction between the Alliance and one or more of its directors or between the Alliance and an entity in which one or more of its directors have a material financial interest, subject to the special approval provisions of Luxembourg laws

8.1.2. Meetings and Actions of Committees of the Board

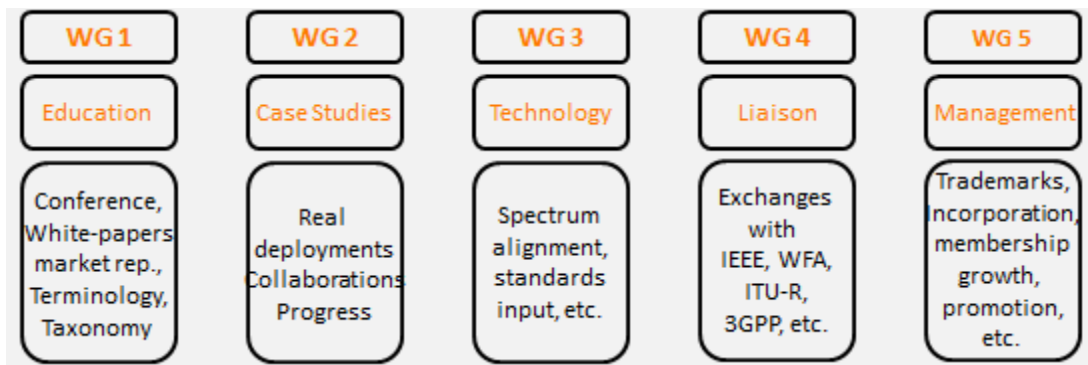
Meetings and actions of committees of the Board shall be governed by, held, and taken in accordance with, the provisions of these Articles concerning meetings and other Board actions except that the time for regular meetings of such committees and calling of special meetings of such committees may be determined either by Board action or, if there is none, by action of the committee. Minutes of each meeting of any committee of the Board shall be kept and shall be filed with the corporate records. The Board may adopt rules for the government of any committee that are consistent with these articles or, in the absence of rules adopted by the Board, the committee may adopt such rules.

8.1.3. Groups Created by the Board

The Board may create groups or task groups that do not exercise the power or authority of the Board and are referred to in these articles as “Working Groups” (WG). Initial appointments to each Working Group may be included with the Board action authorizing the creation of the Working Group or may be established through any other method designated by the Board, and all subsequent changes to Working Group composition shall occur by decision of the Working Group unless the Board expressly provides otherwise by action at the time the Working Group is created or by subsequent action. Each Working Group shall have such duties and exercise such powers as the Board may establish in the action creating the Working Group or may otherwise provide from time to time, provided that those duties and powers shall at all times be exercised under the ultimate direction of the Board. The Board may from time to time establish and amend the procedures and guidelines that apply to Group participation (including eligibility), operation, administration and management.

8.2 Description of the Work Group meetings

The LCA will have five (5) Working Groups, or more as may be designated by the Board provided that there is sufficient support within the membership community and the activity is supported by at least three (3) directors of the Board.



All Members part of a Working Group should meet and communicate regularly. Each WG shall have a Chair person who shall report to the Board on the status of on-going and planned worked.

The Board shall appoint the WG Chair by a simple majority vote.

Any WG may meet as often as necessary and the time and place shall be set at the WG Chair's discretion. These meetings may be a physical meetings or conference calls.

8.3 Description of the Committees of the Board

8.3.1 Executive Committee

There will be an Executive Committee of the Board of Directors, the membership of which will be composed of the Chair, Vice Chair, Secretary, and Treasurer.

8.3.1.1 Meetings of the Executive Committee

The Executive Committee will meet at the discretion of the Chair or as requested by three members of the Committee. A quorum at meetings of the Executive Committee will consist of three voting members of the Committee. All matters to come before the Committee will be determined by the vote of a majority of the members

8.3.1.2 Authority of the Executive Committee

The Executive Committee may make recommendations to the Board of Directors on all matters pertaining to the advancement of the interest, good and welfare of the Alliance. The Executive Committee is authorized to exercise the powers of the Board when the Board is not in session, only when the Board has explicitly authorized such prescribed, limited power. The Executive Committee will have no power to:

- Overrule the Policies or decisions of the Board of Directors;

- Take any action that would involve changing the approved annual budget of a financial commitment
- Take any authority or consequent action, which has not been explicitly afforded to the Executive Committee by the Board
- Take any other action prohibited by the articles, the Policies, or applicable law

8.3.1.3. Notification of the Board of Executive Committee Actions

A summary of the actions of the Executive Committee meetings will be provided to the Board of Directors prior to the next Board meeting. Any action taken by the Executive Committee will be subject to revision and alteration by the Board, but no such revision or alteration of any such action will affect any right of any third party once notification has been made to third party.

8.4 Finance Committee

The Finance Committee shall consist of the Treasurer and three other Committee members. The three Committee members will be appointed by the vote of 2/3 of the Board members, that would be elected after the new Board is confirmed. Notwithstanding the above, the Board may decide to replace any of the committee members at its sole discretion.

The Finance Committee is constituted to oversee the Alliance’s reserve investment policy and performance and for developing and reviewing fiscal procedures, fundraising plans, and the annual budget with staff and other Members. The Board must approve the budget and all expenditures must be within this budget. Any major change in the budget must be approved by the Board or the Executive Committee.

8.4 – OTHER COMMITTEES

The Board of Directors may establish and maintain missions to committees and working groups and their contributors to promote the interests and objectives of the Alliance. All will work as described in the policies.

8.4.1. In case a membership committee is not set up

Without a membership committee, the Contributor or Strategic Members will ensure member recruitment and retention as well as make recommendations to the Board regarding company member applications for membership.

The Board provides information on (a) current and future directions in certification of LC standards; (b) current and future directions in certification of LC use cases; (c) other credentials that ensure that members can adequately and confidently attest to the high quality and consistency of their processes and procedures.

8.4.2. In case a standards committee is not set up

Without a Standards Committee, the Contributor or Strategic Members will make recommendations to the Board regarding revisions to the Alliance's Code of Standards, Guidelines, and other documents that may be agreed by the LCA. In addition, the Contributor or Strategic Members shall deal with any Members against whom a complaint is made for failing to comply with any requirements outlined in these Articles or other documents as may be agreed by the LCA.

8.4.3. Government Actions

Contributors or Strategic Members will make recommendations to the Board regarding actions or activities, whether actual or proposed, by any government entity that would affect the conduct, practice, integrity or effectiveness of the LC industry, as well as members of the Alliance.

The board ensures the dissemination of the Members' instructions regarding compliance with all applicable laws, regulations and court decisions.

ARTICLE 9 - FINANCIALS

9.1 Disbursements

All disbursements will be initiated by the Chair and/or other authorized signatories appointed by the Board of Directors.

9.2 Fiscal Year

The fiscal year of the Alliance will be January 1 through December 31.

9.3. Financial Reporting & Audit

The Chair will cause the financial position of the Alliance to be reported to the Board members on a monthly basis,

A verification of the Alliance's financial will be accounted reviewed at the end of every fiscal year.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1. Use of Funds

The Alliance will use its funds only to accomplish the Alliance's objectives and purposes and no part of its funds will inure to the benefit of, or be distributed to, the members of the Alliance.

11.2. Amendments

These Articles may be amended by two-thirds majority of the Board of Directors. Proposed amendments must be submitted to the Secretary of the Alliance to be sent out with regular Board announcements.

11.3. Severability clause

The provisions of these Articles are severable, and if any provision shall be held invalid or unenforceable, that invalidity or unenforceability shall attach only to that provision and shall not in any manner affect or render invalid or unenforceable any other provision of these Articles, and these Articles shall be carried out as if the invalid or unenforceable provision were not contained herein.

ARTICLE 12 – INTELLECTUAL PROPERTY RIGHTS

All patents, copyright or other intellectual property owned or created by any Member shall remain the property of that Member. Such ownership shall not be affected in any way by the Member's participation in the LCA.