

MEMBERSHIP RULES

of

WIRELESS BROADBAND ALLIANCE INC.

SECTION 1

BACKGROUND, PURPOSES AND OBJECTS

Background

1.1 These Membership Rules (the “Rules”) are based upon the membership terms included in Version 5.12 of the Rules of Membership for Wireless Broadband Alliance Ltd. and are and exhibit to and made part of the Bylaws of Wireless Broadband Alliance Inc., a Delaware nonprofit nonstock corporation.

Rules and General Purpose

1.2 The Rules govern the rights and obligations of the Members (as set forth in Rule 2.1 below) of Wireless Broadband Alliance Inc., a nonprofit nonstock Delaware corporation (the “**Corporation**”). All of the rights and obligations of a Member in connection with the activities of the Corporation are limited to those set out in these Rules, the Bylaws, the Intellectual Property Rights Policy, The Antitrust Compliance Policy and Guidelines, and the other official policies of the Corporation.

1.3 The purpose of the Corporation is set out in Section 3.1.1 of the Bylaws.

1.4 The following terms in the Bylaws shall be read in connection with these Rules and these Rules are incorporated and made a part of the Bylaws, subject to the term “**Member**” or “**Members**” in the Bylaws being read as having the meaning given thereto in Rule 1.5(i) of these Rules below:

- (i) Section 4.3 (Duration and Withdrawal of Membership and Termination or Suspension of Membership);
- (ii) Section 8.2.2 (Maintenance and Inspection of Records by Members and Maintenance and Inspection of the Bylaws);
- (iii) Section 8.3 (Financial Year and Annual Report);
- (iv) Section 11.7 (Notices);
- (v) Section 2.1 (Office of the Company);
- (vi) Section 9.3 (Dissolution);
- (vii) Section 11.3 (Indulgence and Waiver, Severance, Language, Transfer and Limitation of Liability); and
- (viii) Section 11.11 (Governing Law and Arbitration, with references to those Articles to be read as references to these Rules).

1.5 For the purpose of these Rules:

- (i) where the context allows, any reference to the term "**Member**" or "**Members**" in the aforesaid Bylaws, means and shall be construed to mean any and/or all person(s) who is or are admitted as a member or as members of the Corporation in accordance with Section 4.2 of the Bylaws, as well as any and/or all person(s) who belong(s) to any and all classes of membership as set out in Rule 2.1 of these Rules;
- (ii) any term which is used and not defined in Rule 17 below but is defined in the Bylaws shall have the meaning given to it in the Bylaws; and
- (iii) in the case of any inconsistency between the provisions of these Rules and the Bylaws, the provisions of the Bylaws shall prevail.

RULE 2 MEMBERSHIP

2.1 Classes of Membership

The Corporation will have such classes of participation ("**Membership Classifications**") as defined by the Board, including the classifications set forth below. No Member will hold more than one Participation Agreement in the Corporation:

Board Members;

Principal Members;

Group Members;

Contributor Members;

Implementer Members; and

Industry Partner Members.

Board Members

2.2 Board Members are Principal Members of the Corporation who are classified as Board Members by virtue of their having:

- (i) previously subscribed to the Memorandum of Association and the Articles of Wireless Broadband Alliance Ltd., a Singapore company; and having entered into

a Participation Agreement as specified in Section 4.2.2 of the Bylaws and such Participation Agreement having not been terminated; or

- (ii) satisfied the applicable requirements and procedures for the Principal Members to become such Board Members as set out under Rule 2.7(vii),

AND whose then current fixed term membership (whether by virtue of renewal or extension) remains in subsistence and has not expired nor been withdrawn, suspended or terminated. A Board Member who ceases to be a Board Member but who is still a Member shall revert to and be reclassified as a Principal Member.

- 2.3 Without prejudice to the provisions of the Bylaws, Board Members and their representatives shall have the same entitlements and be subject to the same restrictions under these Rules as are applicable to Principal Members and their representatives respectively, subject to any express reservations in these Rules which favour Board Members over Principal Members *per se*.
- 2.4 Under Section 5.5.2, each Board Member may appoint a director of the Corporation. The number and composition of Board Members, and hence the number and composition of directors on the Board, are restricted in the manner set out in Schedule 4 hereto.
- 2.5 Subject to their Board Member term remaining in subsistence, any Board Member who is interested in making extra annual funding commitment for the events hosted by the Corporation can become a Charter Board Member for any calendar year, by notifying the Secretariat in writing and paying the applicable annual membership fees, as set out in Schedule 1 hereto. The Charter Board Member will receive a set of sponsorship benefits (including branding, speaking and promotional opportunities associated with the events hosted by the Corporation) as agreed to in writing by the Corporation during the calendar year. For the avoidance of doubt, the Charter Board Member is a sub-category of the Board Member category. Therefore, subject to any express additional benefit specified in favour of the Charter Board Members under this section, the Charter Board Members and their representatives shall have the same entitlements and be subject to the same restrictions under these Rules as are applicable to the Board Members and their representatives.

Principal Members

- 2.6 A Principal Member must be a person who, and the application to be a Principal Member shall be open to any person who fulfils the following criterion specified under either of the sub-categories mentioned below:

Principal Member (Operator)

- (i) is a telecommunications operator;
- (ii) is able to bring additional wireless broadband coverage and end-users to the Members of the Corporation; and

- (iii) has the ability to enter into or facilitate bilateral contracts with other member operators of the Corporation.

Principal Member (Non-Operator)

- (i) must be an industry player with interest in the growth of wireless broadband business; and/or
- (ii) offer commercial Wi-Fi products and services;
- (iii) is willing to support the Corporation's objectives.

2.7 Principal Members or representatives of the Principal Members are entitled to serve on Working Committees. In addition, each Principal Member:

- (i) is entitled to contribute to the service or work products of the Corporation;
- (ii) shall have first priority to provide speakers for the Corporation in respect of conferences, trade shows and other events when opportunities are not filled or provided by the Board Members;
- (iii) shall have receive first priority to participate in activities and events (including but not limited to any co-marketing initiatives) of the Corporation;
- (iv) is entitled to attend and participate in all Working Committees;
- (v) shall have access to all Working Committees' working documents, meeting minutes and written contributions;
- (vi) is eligible to chair any of the Working Committees and lead taskforces, projects or other of the Corporation's activities approved by the Board;
- (vii) is eligible to be admitted or, if already an existing Board Member, re-admitted as a Board Member, for a fixed term of 4 years each, subject to the conditions set out in and compliance with the requirements and procedures set out in Schedule 4 hereto;
- (viii) is entitled to put itself forward or, as the case may be, nominate any eligible member for admission or re-admission as a Board Member; and
- (ix) is entitled to cast one vote on any matter that is put up for decision making within the Working Committees as per the procedures approved by the Board.

2.8 Principal Members shall not be entitled to:

- (i) attend any Board Meeting; or
- (ii) have access to the minutes of the Board Meetings.

Group Members

- 2.9 A Group Member must be and the application to be a Group Member shall be open to any person who meets all the requirements for being a Principal Member as specified above and is an Affiliated Company of an existing Board Member or Principal Member.
- 2.10 Group Members and their representatives shall be entitled to:
- (i) contribute to the service or work products of the Corporation; and
 - (ii) attend and participate in the Working Committees.
- 2.11 Group Members and their representatives shall **not** be entitled to:
- (i) seek election to become Board Member or be entitled to nominate any other Member or person to be admitted as a Board Member;
 - (ii) vote on any other matter upon which the Principal Members may be entitled to vote under these Rules or otherwise;
 - (iii) chair any of the Working Committee meetings;
 - (iv) attend any Board Meeting;
 - (v) have access to the minutes of the Board Meetings; and
 - (vi) may be further subject to such further restrictions or conditions as shall have been approved by the Board.

Contributor Members

- 2.12 An Contributor Member must fulfil and the application to be a Contributor Member shall be open to any person who fulfils the following criteria:
- (i) is interested in the activities of the Corporation;
 - (ii) is willing to support the Corporation's objectives; and
 - (iii) has annual operating revenue below USD 50 million.
- 2.13 Contributor Members are **not** entitled to:
- (i) Contribute more than one to the service or work products of the Corporation;
 - (ii) provide speakers for the Corporation in respect of conferences, trade shows and other events being hosted or supported by the Corporation;

- (iii) attend and participate in the Working Committees, unless the Board has authorised their attendance by explicitly offering passes for the face-to-face meetings being hosted for all the members of the Corporation;
- (iv) seek election to become Principal Member or be entitled to nominate any other Member or person to be admitted as a Board Member;
- (v) vote on any other matter upon which the Principal Members may be entitled to vote under these Rules or otherwise;
- (vi) chair any of the Working Committee meetings;
- (vii) attend any Board Meeting; or
- (viii) have access to the minutes of the Board Meetings; or may be further subject to such further restrictions or conditions as shall have been approved by the Board.

Implementer Members

2.14 An Implementer Member must fulfil and the application to be an Implementer Member shall be open to any person who fulfils the following criteria:

- (i) is interested in the Wi-Fi Roaming activities of the Corporation; and
- (ii) is willing to support the Corporation's objectives; and
- (iii) has end users and or hotspots; and
- (iv) implement Wi-Fi Roaming within 12 months.

2.15 Implementer Member are **not** entitled to:

- (i) Contribute to non-roaming the service or work products of the Corporation;
- (ii) provide speakers for the Corporation in respect of conferences, trade shows and other events being hosted or supported by the Corporation;
- (iii) attend and participate in the Working Committees, unless the Board has authorised their attendance by explicitly offering passes for the face-to-face meetings being hosted for all the members of the Corporation;
- (iv) seek election to become Board Member or be entitled to nominate any other Member or person to be admitted as a Board Member;
- (v) vote on any other matter upon which the Principal Members may be entitled to vote under these Rules or otherwise;
- (vi) chair any of the Working Committee meetings;

- (vii) attend any Board Meeting; or
- (viii) have access to the minutes of the Board Meetings; or may be further subject to such further restrictions or conditions as shall have been approved by the Board.

Industry Partner Members

2.16 An Industry Partner Member must fulfil and the application to be an Industry Partner Member shall be open to any person who fulfils the following criteria:

- (i) is an non-ICT organization;
- (ii) is interested in the activities of the Corporation;
- (iii) is willing to participate in the Corporation trials activities; and
- (iv) is willing to support the Corporation's objectives

2.17 Industry Partner Member are **not** entitled to:

- (i) Contribute to the service or work products of the Corporation;
- (ii) provide speakers for the Corporation in respect of conferences, trade shows and other events being hosted or supported by the Corporation;
- (iii) attend and participate in the Working Committees, unless the Board has authorised their attendance by explicitly offering passes for the face-to-face meetings being hosted for all the members of the Corporation;
- (iv) seek election to become Board Member or be entitled to nominate any other Member or person to be admitted as a Board Member;
- (v) vote on any other matter upon which the Principal Members may be entitled to vote under these Rules or otherwise;
- (vi) chair any of the Working Committee meetings;
- (vii) attend any Board Meeting; or
- (viii) have access to the minutes of the Board Meetings; or may be further subject to such further restrictions or conditions as shall have been approved by the Board.

New Members

2.18 An applicant will become a Contractual Member upon all of the following taking place:

- (i) verification by the Secretariat that the applicant fulfils the membership criteria specified against the relevant class of contractual membership as established by Rules 2.2, 2.5, 2.6, 2.9, 2.12 2.14, 2.16 as the case may be) pursuant to and in compliance with the following -

1. each new application or any additional clarification or information associated with such application received must be immediately verified by the Secretariat;
 2. an application which meets the specified membership criteria shall be forwarded to every member of the Board within seven (7) business days of receipt of the application by the Secretariat;
 3. any Board Member requiring any clarification or further information on the application must do so within seven (7) business days of receipt of the application or further information, as the case may be, from the Secretariat; and
 4. in the absence of any request from any Board Member for clarification or further information within the above specified timeframe, the application shall be considered approved and Secretariat will accordingly proceed to communicate the approval to the applicant and require compliance with Rules 2.19 and 2.20 below by the applicant;
- (ii) that prospective member entering into a Participation Agreement in the form set out in Schedule 2 and delivering such Participation Agreement, duly signed by that prospective member, to the Secretariat; and
- (iii) payment by the prospective member to the Corporation of the fees pursuant to Rule 11 and Schedule 1.
- (iv) Companies that have not paid their membership fees and subsequently left the Corporation will only be permitted to re-join once all outstanding invoices have been fully settled. Membership reactivation or new membership applications will not be processed until the pending payments are cleared in full.

Corporation Branding and Other Membership Rights

2.19 All Members shall be entitled to:

- (i) use the Corporation Branding for the purposes of (a) identifying themselves as a Member of the Corporation; and (b) marketing and promoting their wireless broadband related services and products. The use of the Corporation Branding shall be subject to the co-marketing and branding directions, guidelines and/or policies as set out in the "Co-Marketing and Branding" Framework Document (as annexed hereto as Schedule 3 Part A) and subject to any applicable law, regulation, rule or judicial proceedings of any governmental or regulatory authority in any jurisdiction;
- (ii) attend and participate in the Round Table Meetings as set out in the Rules and have access to the working documents, meeting minutes and written contributions of the Round Table Meetings subject to any restrictions specified in the Operating Policies approved by the Board;

- (iii) use any specifications and standards developed by the Corporation subject to the directions, guidelines and/or policies as approved by the Board and subject to any applicable law, regulation, rule or judicial proceedings of any governmental or regulatory authority in any jurisdiction; and
- (iv) access relevant sections of the Corporation extranet subject to the directions, guidelines and/or policies as approved by the Board.

Membership Representatives

2.20 Subject to the other provisions of these Rules and the Bylaws, each Member shall be entitled to have an unlimited number of participants in the Corporation's activities and events. However, each Member shall be responsible for designating a single person (and may designate additional persons as alternates) who shall be authorised to act as the primary representative of that Member. The designated primary representative of any Member, and any alternate, must be an employee or authorised representative of that Member and shall be responsible for coordinating participation in the Corporation on behalf of that Member on all matters, including but not limited to activities such as handling communication to/from the Secretariat Office and casting of vote, as need be.

Members' Obligations

2.21 Each Member shall:

- (i) use commercially reasonable efforts to use the Corporation Branding to
 - 1. identify itself as a Member of the Corporation, and
 - 2. market and promote its wireless broadband services, in accordance with and subject to any directions, guidelines or policies as set out in the "Co-Marketing and Branding" Framework Document.

The usage of the Corporation Branding is subject to any applicable law, regulation, rule or judicial proceedings of any governmental or regulatory authority in any jurisdiction;

- (ii) comply with all mandatory directions, guidelines and policies (including but not limited to those relating to the Corporation's co-marketing initiatives, QoS, standards of service and intellectual property rights) expressly stated as mandatory in the Framework Documents and Operating Policy Documents; and
- (iii) subject to the other provisions of these Rules and the Bylaws, use commercially reasonable efforts to participate in activities, events, conferences and trade shows organised from time to time by the Corporation.

Suspension, Termination and Resignation

- 2.22 The suspension or termination of each Contractual Member shall require the prior approval of not less than a two-third majority of all directors (rounded up or down to the nearest whole number of directors, with a fraction of exactly one-half to be rounded up to one) whether in a meeting or by way of written resolution.
- 2.23 Any Member may resign from membership of the Corporation by giving not less than ninety (90) days prior written notice thereof ("**Resignation Notice**") to the Secretariat Office at any time.
- 2.24 A Resigning Member is a Member who has issued a Resignation Notice pursuant to Rule 2.19 the period of which notice has expired, whereupon such Resigning Member shall not be considered a Member and shall have no further rights or interests as a Member of the Corporation, including those as set out in these Rules.
- 2.25 Notwithstanding the provisions of Rule 2.20:
- (i) nothing herein shall affect the rights and obligations of a Resigning Member under any agreement entered into between the relevant Members, or the Resigning Member and the Corporation, including these Rules and/or the Framework Documents and/or the Operating Policy Documents; and
 - (ii) except to the extent provided for under Section 4.3, the Resigning Member shall not be obliged to comply with any membership obligations following the expiry of the Resignation Notice,

Provided however, that the issuance or expiry of any Resignation Notice shall not affect nor relieve the Resigning Member in question from its obligations and liabilities under these Rules as a Member accrued at any time up to and including the date of expiry of the Resignation Notice.

RULE 3 CHANGE IN MEMBERSHIP

- 3.1 A Member (the "**Requesting Member**") may request a change in its membership status by written application to the Secretariat Office. The Secretariat Office shall inform the Board of the Requesting Member's request. The Secretariat Office shall ask the Board to signify, within three (3) weeks of receipt of the correspondence from the Secretariat Office (or such other period of time as the Board may determine) their acceptance of the Requesting Member's request. A Member downgrade can only become effective from the first day of the subsequent calendar year, and the Member must pay the Contributions for their current membership year as outlined in Schedule 1. A Principal Member may be reclassified as a Board Member and vice versa pursuant to Rule 2.2 or Rule 2.7(vii). The Requesting Member shall be required to pay prorated Contributions for a membership upgrade, as applicable.
- 3.2 A Board Member, who is not re-elected for another term as the Board Member and thereby reclassified as a Principal Member, shall be given prorated credit for any excess

Contributions which have already been paid for duration beyond the validity of their term as a Board Member.

RULE 4 OPEN COMPETITION AMONG MEMBERS

4. Members are individually and collectively committed to open competition in the development of products, Intellectual Property, Technology, and services, and the Members are not restricted in any way from designing, developing, marketing, and/or procuring any hardware, software, systems, Intellectual Property, Technology or services for their own benefits. Notwithstanding any other provision of these Rules or the Bylaws, the Members shall not be obliged in any manner to disclose any Confidential Information as defined in Rule 14.1 or Intellectual Property, to share any capacities (technical, operational, roaming, marketing, sales or otherwise) or to engage in any behaviour or conduct which may be anti-competitive under, or in violation of, any applicable law, regulation, rule or judicial proceedings of any governmental or regulatory authority in any jurisdiction.

RULE 5 BOARD OF DIRECTORS

5. Pursuant to Section 5.3 of the Bylaws, the Board shall be the decision making body of the Corporation. The powers of the Board are as set out in the Bylaws.

RULE 6 CORPORATION SECRETARY, SECRETARIAT OFFICE AND TREASURER

Corporation Secretary

- 6.1 The role of the Corporation Secretary of the Corporation shall be:
 - (i) limited to his/her role as statutory secretary of the Corporation in accordance with and under the provisions of the DGCL; and
 - (ii) distinguished from the Secretariat Office.

Secretariat Office

- 6.2 Subject to the duties of the Corporation Secretary to maintain the statutory records of the Corporation, the Secretariat Office shall be the custodian of all other records and official documentation of the Corporation. Without prejudice to the foregoing, the Secretariat Office shall keep or cause to be kept, at the Principal Office or at a place determined by the Board:
 - (i) a record of the Members, showing each Member's name, contact particulars and class of membership;
 - (ii) minutes of all Board Meetings and all Round Table Meetings; and

- (iii) proposals, reports and other documents submitted by the Working Committees to the Board.
- 6.3 The Secretariat Office shall be responsible for:
- (i) liaising with the Corporation Secretary on the formal and statutory requirements to be met with respect to the statutory records of the Corporation and forwarding and providing to the Corporation Secretary such documents and information as necessary for the purposes of maintaining the said statutory records; and
 - (ii) attendance lists, drafting the minutes of meetings, providing timely notice of meetings, activities, events and programs of the Corporation, establishing communication with Members, directors and others, publication of minutes, agendas, proposals, reports and other documents transmitted by the Board to the Members and others.
- 6.4 The Secretariat Office may keep records in electronic, disk or other format so long as a written format may be printed and accessed and all of the Corporation's related documents and accounts shall be well organised and easily transferable for the purposes of facilitating any change in the location of the Principal Office, the Corporation Secretary and/or the Treasurer.

Treasurer

- 6.5 The Treasurer shall keep, or shall cause to be kept, at the Principal Office or at a place determined by the Board, adequate and correct books and accounts of financial transactions relating to the activities of the Corporation, in accordance with the Corporation's internal accounting guidelines and/or policies as approved by the Board. The books of account shall be open to inspection by any director at all reasonable times.
- 6.6 The Treasurer shall receive, disburse, and collect any Contributions due and shall deposit, or cause to be deposited, all such moneys and other valuables in the name and to the credit of the Corporation or any other designated agency authorised by the Board with depositors, in accordance with the Corporation's internal accounting guidelines and/or policies as approved by the Board. Such moneys and valuables are held for the benefit of the Members. The Treasurer shall pay all bills and disburse the Corporation's funds as and when the Board may order. The Treasurer shall render to the Board, as and when requested, an account of all transactions. The Treasurer shall use commercially reasonable steps to ensure that the Corporation's funds are free from any judgment, attachment or seizure of any assets of the aforementioned designated agency, if applicable.

Compensation

- 6.7 The Corporation Secretary, the Secretariat Office and the Treasurer shall serve with such remuneration as has been approved by the Board. All travel, hotel and other expenses incurred by, as the case may be, the Corporation Secretary, the Secretariat Office or the Treasurer in connection with their attendance (whether by their representative(s) or

otherwise) at any meeting or otherwise incurred in connection with the activities or work carried out on behalf of the Corporation shall be reimbursed by the Corporation out of its funds subject to the funds allocation being approved for this purpose by the Board under the Corporation's financial budget.

RULE 7

ROUND TABLE MEETINGS

Purpose of Round Table Meetings

- 7.1 Round Table Meetings are intended to be a forum for Members to discuss the affairs and objectives of the Corporation and the progress thereof, and to solicit Members' views and contributions.

Annual Round Table Meetings

- 7.2 The Annual Round Table Meeting of the Members will be held after the close of each calendar year, and at such date, place and time as may be determined by the Board and as stated in the notice of the meeting.

Extraordinary Round Table Meetings

- 7.3 All Round Table Meetings other than the Annual Round Table Meeting shall be called Extraordinary Round Table Meetings. Subject to Section 5.3.2 of the Bylaws, the Board may, whenever it thinks fit, convene an Extraordinary Round Table Meeting. Subject to Section 5.3.2 of the Bylaws, an Extraordinary Round Table Meeting shall also be convened on request of not less than two-third majority of the Members (rounded up or down to the nearest whole number of Members, with a fraction of exactly one-half to be rounded up to one).

Right to Attend Round Table Meetings

- 7.4 All Members have the right to attend Round Table Meetings together with such number of non-paying participants and/or at such participation fees as may be determined by the Board from time to time. A Member may authorise another Member to represent it at a Round Table Meeting by way of a proxy or authorised representative.

Quorum

- 7.5 The quorum for a transaction of any business at a Round Table Meeting shall be not less than fifty per cent (50%) of the Members who register for participation in the Round Table Meeting.

Chairman

- 7.6 The Chairman (or his/her authorised representative) shall be the chairman of any Round Table Meeting convened for the time being. If the Chairman is unable to be chair of the Round Table Meeting for any reason howsoever arising, any Co-Chairman (or his/her authorised representative) shall be the chairman of the meeting.

Methods of Participation in Round Table Meetings

- 7.7 The Members may participate in a Round Table Meeting by means of a conference telephone, video conference or similar communications equipment by which all persons participating in the meeting are able to hear and to be heard by all other participants without the need for a representative of the Member to be in the physical presence of another Member(s)' representative(s) and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.

Notice of Round Table Meetings

- 7.8 Not less than fourteen (14) days' notice (or such shorter period of notice as may be approved by all directors) of each Round Table Meeting specifying the date, place and time of the meeting and the proposed agenda thereof shall be given by the Secretariat Office to all Members who on the record date of notice has the right to attend the Round Table Meeting. Such notice may be given by post, telex, cable, telegram, wireless, electronic mail or facsimile transmission to the last known contact particulars of the Members as reflected in the records of the Secretariat Office.
- 7.9 For the purpose of determining which Members are entitled to receive notice of any Round Table Meeting, the Board may fix, in advance, a "record date", which shall not be more than thirty (30) days nor less than ten (10) days before the date of any such meeting. Only Members on record on the date so fixed are entitled to receive and attend the Round Table Meetings).

Costs

- 7.10 The costs of conducting a Round Table Meeting shall be borne by the Member (s) hosting that Round Table Meeting provided that the Board may determine that such costs be partially funded out of the Contributions. However, all travel, hotel and other expenses incurred by a Member's representative in connection with its attendance at a Round Table Meeting or otherwise incurred in connection with the activities of the Corporation, shall, unless otherwise decided by the Board, be borne by the relevant Member.

RULE 8 WORKING COMMITTEES, FRAMEWORK DOCUMENTS AND OPERATING POLICIES

- 8.1 The Board may create one or more working committees, work groups, interest groups, taskforces or projects (collectively, the "**Working Committees**") to address specific issues or topics. The Working Committees will comprise representatives of any member unless otherwise determined by the Board. The Working Committees will be chaired by a representative from any Board Member or Principal Member. If necessary, the Working Committees may also be co-chaired by a representative from any Board Member or Principal Member. Subject to the foregoing, the selection of a representative of another person as the chairman or co-chairman will be determined by a simple majority of the representatives of the Working Committees.

- 8.2 The current Working Committees created by the Board are as specified in Schedule 5.
- 8.3 Amongst other things, the Working Committees may produce Framework Documents and Operating Policy Documents. These Framework Documents and Operating Policy Documents shall contain directions, guidelines and/or policies (including but not limited to those relating to the Corporation Branding, co-marketing initiatives, QoS, standards of service and intellectual property rights) which will further the objectives of the Corporation. The adoption of the Framework Documents and Operating Policy Documents and any amendments thereto shall be subject to the Board's prior approval in accordance with Section 5.3.2 or Section 5.3.4 of the Bylaws (as the case may be).
- 8.4 Each Member shall comply with all lawful mandatory directions, guidelines and policies expressly stated as mandatory in the Framework Documents and Operating Policy Documents.
- 8.5 Members may be requested to provide qualified representatives to further the work of various Working Committees. The Working Committees may organise themselves in any way they deem appropriate or desirable in order to complete a given assignment, but in all cases subject to these Rules and the Articles and the terms of reference as may be determined by the Board from time to time. The Working Committees may meet as often as they determine appropriate or desirable. The Working Committees shall be:
- (i) accountable to the Board; and
 - (ii) responsible for reporting their progress to the Board or any other person authorized by the Board.
- 8.6 The Working Committee chair and co-chair shall be responsible for the generation of documentation related to the activity being pursued. Upon completion of a Working Committee activity, the results will be submitted to the Board. Upon the completion of the review of such results, the Board or any other person authorized by the Board may then release the results to all Members.

RULE 9 RECORDS AND REPORTS

Inspection of Membership Records

- 9.1 Subject to Section 8.2.1 of the Bylaws, any Member, other than Contributor Members, Implementer Members and Industry Partner Members, may do the following for a purpose reasonably related to the Member's interest as a Member:
- (i) obtain from the Secretariat Office, on not less than seven (7) days' prior written request, copies of the minutes of any Round Table Meeting or meeting of the Working Committee

RULE 10 AMENDMENTS TO THE RULES

- 10.1 The Rules may be amended by seventy-five percent (75%) majority vote of all directors of the Corporation.

RULE 11 FEES

Payment of Contributions

- 11.1 Each Member must pay, within the time and on the conditions set forth in these Rules, the Contributions. Any increase to the membership fees above the amounts of initial fees set out in Rule 11.2 shall be subject to the approval of the directors in accordance with Section 5.9.9 of the Bylaws or (as the case may be) Section 5.9.10 of the Bylaws.

Entry Fees and Annual Membership Fees

- 11.2 The Contributions to be paid by the Members are set out in Schedule 1 hereto.
- 11.3 Annual membership fees shall be due prior to accession to membership of the Corporation in respect of the first year of membership and on the first day of each subsequent Financial Year of membership thereafter.
- 11.4 Subject to Section 5.9.10, the Board may direct that any unused surplus Contributions collected in a Financial Year to be set-off against the Members' annual membership fees on a pro rata basis in the following Financial Year.

Ad-hoc Funding

- 11.5 The Board may at any time, by unanimous approval of the directors in accordance with Sections 5.9.7 and 5.9.9 of the Bylaws, levy special Contributions upon the Members:
- (i) to cover any extraordinary, unusual, or unanticipated operating expenses or operating deficits of the Corporation; and/or
 - (ii) for participation in any special events or activities of the Corporation, including but not limited to, trade shows, conferences and interoperability tests.
- 11.6 The amount of such Contributions shall be equal for all participants of a given membership class, but may be different for different classes of membership. The Contributions may be less or more than the costs associated with the event or activity. The Secretariat Office will provide written explanation to the Members for the amounts to be charged at the time such Contributions are levied, including details of any special promotional discounts or waivers being offered to new or existing Members.

- 11.7 The Board may require advance payment of any portion or all of such Contributions for participation in a special event or activity and (subject to Section 5.9.7 of the Bylaws) may deny participation to any Member failing to make such payment as and when it becomes due. If a Member participates in a special event or activity and fails and/or refuses to pay the Contributions charged to that Member for such participation, the Board may exercise the same rights and remedies as would be available in the case of delinquency in payment of Contributions.
- 11.8 The Secretariat Office or the Treasurer shall notify each Member of the amount of its Contributions ("**Payment Notification**"). All Contributions are payable in full by the Members to the Treasurer thirty (30) days after the date of receipt of the Payment Notification. All Contributions shall be payable in the currency in US dollars. If a Member wishes to dispute any Payment Notification, it must do so in writing to the Secretariat Office (or the Treasurer) within fifteen (15) days after the date of the Payment Notification. The Board shall have full power to decide all questions relating to any dispute relating to payments of Contributions and such decision shall be final.
- 11.9 If any Member's Contributions have not been received within one (1) month of the due date, the Member in default shall pay interest at the rate of 6% per annum, such interest to accrue from day to day, from the due date until receipt of the payment.
- 11.10 A Member which fails to pay its Contributions within ninety (90) days of the due date may, after it has been reminded to do so, be suspended by the Board in accordance with Sections 4.4.1 to 4.4.6.
- 11.11 A Member which fails to pay its outstanding Contributions shall be:
- (i) disallowed participation in all the face to face meetings of the Corporation till the dues are paid;
 - (ii) automatically suspended from the membership of the Corporation if the dues remain unpaid as on 1st July of the financial year in which the Contributions become due; and
 - (iii) automatically terminated from the membership of the Corporation if the dues are still not settled as on 1st October of the financial year in which the Contributions become due.

RULE 12

INTELLECTUAL PROPERTY RIGHTS

- 12.1 Nothing in the Rules or Bylaws shall confer or be deemed to confer on any IP Recipient any right, title or interest in another Member's Technology and/or Intellectual Property (the "Owner") and each Member shall not (save as may be agreed between the IP Recipient and

the Owner) acquire such rights, titles or interests of the Owner in respect thereof and all such rights, titles or interests and goodwill are and shall remain vested with the Owner.

- 12.2 All Technology and Intellectual Property which may hereinafter be disclosed by the Owner to an IP Recipient shall, notwithstanding such disclosure, remain the exclusive property of the Owner, and the Members shall not use or authorise the use of any such Technology or Intellectual Property otherwise than as expressly permitted by the Bylaws (or otherwise agreed between the IP recipient and the Owner) and for the purposes stated herein. To the extent that the use of such Technology and/or Intellectual Property may result in the development or generation of new Intellectual Property, the ownership and use of such Intellectual Property and the rights as to protection, registration and receipt of royalty fees related thereto, shall be negotiated and agreed among the Members involved in such development.
- 12.3 If a Member is the Owner of any Technology or Intellectual Property that is essential or desirable for the purposes of furthering the objectives of the Corporation, that Member shall consider licensing the use of such Technology (or as the case may be, Intellectual Property) to the other Members on mutually agreed terms.

RULE 13 NO PARTNERSHIP

13. Unless otherwise stated in these Rules or the Bylaws or agreed in writing, nothing in these Rules shall operate so to constitute any Member an agent, partner or employee of any other Member. A Member has no authority or power to bind, to contract in the name of, or to create a liability of another Member in way or for any purpose, unless otherwise agreed between such Members in writing.

RULE 14 CONFIDENTIALITY

- 14.1 All communications between the Members and/or any of them and all information and other materials supplied to or received by any of them from the others which is either marked "confidential" or is by its nature intended to be for the knowledge of the recipient alone, and all information concerning the business transactions and financial arrangements of the Members or the Corporation (collectively, the "**Confidential Information**") shall be kept confidential by the recipient and shall be used by the recipient solely and exclusively for the benefit of the purposes of the Corporation and the recipient shall not directly or indirectly use, communicate, disclose or divulge at any such time such Confidential Information. Notwithstanding the aforesaid, a Member may disclose Confidential Information to any of its Affiliates for the purposes of (i) furthering the objectives of the Corporation, and (ii) performing its obligations or exercising its rights under these Rules or the Bylaws provided always that that Member shall ensure that the Affiliate (receiving

such Confidential Information) shall comply with the confidentiality restrictions set out in the Bylaws as though as if such Affiliate is a Member of the Corporation.

14.2 The restrictions in Rule 14.1 shall cease to apply to communications, information and/or material which fall(s) within the definition of Confidential Information:

- (i) to the extent only of the same coming into the public domain otherwise than through the fault of or unauthorised disclosure by the recipient;
- (ii) which can be shown by the recipient, to the reasonable satisfaction of the sender, to have known to the recipient prior to the recipient receiving the information;
- (iii) which is required to be disclosed by law, an order of court or tribunal, an order or directive of any governmental/regulatory body or by any relevant stock exchange;
- (iv) which is required to be disclosed to any investor or potential investor, financier or potential financier in connection with (a) an investment or potential investment in, or (b) funding or potential funding for the recipient or its affiliates and such disclosing party shall be bound by confidentiality obligations provided that –
 - (a) the disclosure is restricted to the fact of the existence of discussions between the Members; and
 - (b) the recipient shall notify the disclosing party in writing prior to such disclosure being made; or
- (v) to the extent necessary to communicate with other Members for the benefit of the purposes of the Corporation.

14.3 The Members and their respective Affiliates shall take all reasonable steps to minimise the risk of disclosure of Confidential Information by ensuring that only their employees, directors, agents and professional advisers shall have access to such Confidential Information in each case only on a need-to-know basis, and that they shall be instructed to treat the same as confidential.

14.4 The obligations contained in Rules 14.1 and 14.3 shall apply to a Member in respect of any particular Confidential Information for a period of three (3) years from the date of receipt by the Member of that Confidential Information (even after it ceases to be a Member by any withdrawal, suspension or termination in accordance with these Rules or the Bylaws), except and until the provisions of Rule 14.2 apply.

14.5 None of the Members shall divulge to any third party (except to their employees, directors, agents, professional advisers or shareholders on a need-to-know basis and to or except as

required by law, an order of court or tribunal, an order or directive of any governmental/regulatory body or by any relevant stock exchange) any information regarding the terms of these Rules or the Bylaws, or any other document referred to in, or executed in connection with, these Rules or the Bylaws, without the prior written approval of the other Members. The obligations contained in this Rule 14.5 shall continue to apply to a Member throughout its membership in the Corporation (including any period of suspension of such membership) and thereafter for a period of three (3) years from the date of its, termination of or withdrawal or resignation from its membership in accordance with these Rules or the Bylaws).

RULE 15 PARTICIPATION AGREEMENT

15. The current form of Participation Agreement that obligates Member to comply with the Rules, Bylaws and other official policies of the Corporation, is set out at Schedule 2 hereto.

RULE 16 NO THIRD PARTY RIGHTS

16. A person who is not a Member of the Corporation shall have no right to enforce any provision of these Rules.

RULE 17 DEFINITIONS AND INTERPRETATION The following definitions apply to words and phrases used in these Rules unless the context otherwise requires:

"Affiliated Company" means, in relation to a Board Member or Principal Member, any entity which:

- (i) that Member controls the composition of the board directors of;
 - (ii) that Member controls more than half of the voting power of;
 - (iii) that Member holds more than twenty percent (20%) of the issued share capital of;
- and

"Affiliated Companies" shall be accordingly construed in the plural;

"Board" means the board of directors of the Corporation, from time to time, as constituted in accordance with the Bylaws;

"Bylaws" means the Bylaws of the Corporation as amended from time to time and reference to a numbered Section or numbered Sections shall mean such similarly numbered section or sections as contained in the Bylaws of the Corporation as amended from time to time;

"Chairman" means the chairman of the Board, as appointed in accordance with the Bylaws;

"Charter Board Member" has the meaning given to it in Rule 2.5 and **"Charter Board Members"** shall be accordingly construed in the plural;

"Operator Co-Chairman" means the Director appointed from the Principal Member (Operator) category who serves as Co-Chair of the Board.

"Non-Operator Co-Chairman" means the Director appointed from the Principal Member (Non-Operator) category who serves as Co-Chair of the Board.

"Co-Chairs" means collectively the Operator Co-Chair and the Non-Operator Co-Chair.

"Co-Chairman" means any co-chairman of the Board, as appointed in accordance with the Articles;

"Corporation" means Wireless Broadband Alliance Inc., a Delaware nonprofit nonstock corporation;

"Corporation Branding" means the branding of the Corporation in any form whatsoever;

"Corporation Secretary" means the statutory secretary of the Corporation, being such person or persons appointed to perform the duties of the statutory secretary of the Corporation pursuant to the DGCL;

"Contributions" means dues, fees or contributions payable by all Members under these Rules or the Bylaws;

"Contributor Member" has the meaning given to it in Rule 2.12 and **"Contributor Members"** shall be accordingly construed in the plural;

"Contractual Members" means Principal Members, Group Members, Contributor Members, Implementer Members and Industry Partner Members and **"Contractual Member"** means such one of them as the case may be;

"DGCL" means the Delaware General Corporation Law, as it may be amended from time to time..

"Financial Year" means the Company's financial year shall be a calendar year commencing on 1 January and ending on 31 December;

"Framework Documents" mean such documents as are developed pursuant to Rule 8.3 and approved by the Board, including the documents entitled "Co-Marketing and Branding" Framework Document (as referred to in Rule 2.16(i)), and "Roaming" Framework Document (including amongst others the Wireless Roaming intermediary Exchange or WRIX related documents), all as may be amended or replaced from time to time with the Board's approval as aforesaid;

"Principal Member" has the meaning given to it in Rule 2.6 and **"Principal Members"** shall be accordingly construed in the plural;

"Group Member" has the meaning given to it in Rule 2.9 and **"Group Members"** shall be accordingly construed in the plural;

"Principal Office" means the administrative and secretariat office of the Company from time to time;

"Industry Partner Member" has the meaning given to it in Rule 2.16 and **"Industry Partner Members"** shall be accordingly construed in the plural;

"Implementer Member" has the meaning given to it in Rule 2.14 and **"Implementer Members"** shall be accordingly construed in the plural

"Intellectual Property" means:

- (i) any and all patents, trademarks, copyrights, trade secrets, patents, design rights or other intellectual property or proprietary rights; and
- (i) any application or right to apply for registration of any right referral to in paragraph (i) above;

"IP Recipient" means any Member other than the Owner;

"Member" or **"Members"** each has the meaning given to it in Rule 1.4(i);

"Operating Policy Documents" mean such documents as are developed pursuant to Rule 8.3 and approved by the Board, including the document entitled "Operating Policy Regarding Intellectual Property Rights" (as annexed hereto as Schedule 3 Part B) all as may be amended or replaced from time to time with the Board's approval as aforesaid;

"Owner" has the meaning given to it in Rule 12.1;

"Board Member" has the meaning given to it in Rule 2.3 and **"Board Members"** shall be accordingly construed in the plural;

"QoS" means quality of service;

"Resignation Notice" has the meaning given to it in Rule 2.21;

"Resigning Member" has the meaning given to it in Rule 2.22;

"Requesting Member" has the meaning given to it in Rule 3;

"Round Table Meeting" means a meeting or forum for Members to discuss the affairs and objectives of the Company and progress thereof, and to solicit Members' views and feedback and **"Round Table Meetings"** shall be accordingly construed in the plural;

"Rules" means these rules as amended from time to time and reference to a numbered Rule or numbered Rules shall mean such similarly numbered rule or rules herein;

"Secretariat Office" means the office as performed and administered by the Chief Executive Officer of the Company, under the direction and supervision of the Board;

"Technology" means any and all methods, techniques, discoveries, inventions (whether or not patentable), formulae, specifications, plans, drawings, computer programs, technical information, designs, data, know-how and other information relating to the field of wireless broadband and any materials relating to any of the foregoing and any documents containing or recording any of the foregoing; and

"Treasurer" has the meaning given to it in the Articles.

"Working Committees" has the meaning given to it in Rule 8.1.

SCHEDULE 1

Current Membership Fees

	Membership Category	Annual Fees (USD)	One-Time Fees (USD)
<u>1</u>	Charter Board Member	67,000	<u>N/A</u>
<u>2</u>	Board Members	30,000	<u>N/A</u>
<u>3</u>	Principal Members	19,000	<u>14,000</u>
<u>4</u>	Contributor Members	8,500	<u>9,000</u>
<u>5</u>	Group Members	5,500	<u>5,000</u>
<u>6</u>	Industry Partner Members	5,500	<u>N/A</u>
<u>7</u>	Implementer Members	3,500	<u>3,000</u>

NOTE:

1. The annual membership fees are charged for the calendar year from January to December.
2. The annual membership fee for all the categories, except for the Charter Board Member shall be charged on a pro-rated basis, depending on the month the membership become effective.
3. Once any Board Member notifies the Secretariat and decides to become a Charter Board Member for a calendar year, they must pay the difference between the annual membership fees applicable for a Board Member and the Charter Board Member for that calendar year.
4. Membership resignation, under article 2.23, shall become effective for the following calendar year by providing no less than ninety (90) days' prior written notice and annual membership fees must be paid for the current calendar year.
5. Membership suspension or termination requires that annual membership fees must be paid for the current calendar year.

SCHEDULE 2

DEED OF ADHERENCE – TO BE EXECUTED BY APPLICANTS FOR MEMBERSHIP

THIS DEED is made on the *[insert date]* day of *[insert month]*, *[insert year]* by us, *[insert name of applicant company]* of *[address]*, in favour of all Members of Wireless Broadband Alliance Inc., a Delaware nonprofit nonstock corporation, a company incorporated in United States of America with registration number 88-3744838 (the "Company").

Unless the context otherwise requires, terms defined in the Rules of the Company ("Rules") shall have the same meanings so defined when used in this Deed.

NOW THIS DEED WITNESS as follows:

1. We hereby confirm that we have been supplied with a copy of the Rules and hereby covenant with the Company and each of the Members of the Company to comply with and be bound by all of the provisions of the Rules as may be amended from time to time as if we were a party thereto and named therein as a Member.
2. This Deed shall be governed by and construed in accordance with the Delaware General Corporation Law of the United States of America.

IN WITNESS WHEREOF We have executed this Deed under seal on the date stated above.

EXECUTED AS A DEED AND DELIVERED on the date written above }

BY

COMPANY NAME: _____

NAME: _____

JOB TITLE: _____

SIGNATURE: _____

DATE: _____

SCHEDULE 3

PART A "CO-MARKETING AND BRANDING" FRAMEWORK DOCUMENT



WBA Co-Marketing
Branding Framework

[READ HERE](#)

PART B "INTELLECTUAL PROPERTY RIGHTS POLICY"



Wireless
Broadband Alliance

[READ HERE](#)

PART C "ANTITRUST COMPLIANCE POLICY AND GUIDELINES"



Wireless
Broadband Alliance

[READ HERE](#)

PART D "WBA TECHNICAL PROJECT PROCEDURES"



WBA-PMO
Technical Procedure

[READ HERE](#)

SCHEDULE 4

Board Members

A. Composition of Board Members

There shall be no more than a total of twenty-three (23) Board Members comprising of the following sub-categories, namely:

1. the Principal Members (Operator) shall be no more than fifteen (15) Board Members from the following regions:
 - a) five (5) from the EMEA region comprising Europe, the Middle East and Africa,
 - b) five (5) from the Asia Pacific region comprising Asia, Australia and New Zealand,
 - c) five (5) from the Americas region comprising North America and South America;
2. the Principal Member (Non-Operator) from any region shall be no more than eight (8) board members.
3. The two (2) Co-Chair of the Board shall comprise one (1) Director elected from the Principal Member (Operator) category and one (1) Director elected from the Principal Member (Non-Operator) category. No category may hold both positions simultaneously. If a Co-Chair vacates office, only a Director from the same membership category may be appointed as replacement

PROVIDED THAT in the event of any ambiguity as to the precise coverage of any one or more of the above-stated regions for Principal Members (Operator), the Secretariat Office shall clarify the specific countries falling within each of the above-stated regions.

B. Qualifying Criteria of Board Members

Mandatory Qualifying Criterion:

Each Principal Member applying as a candidate for getting elected (or re-elected, in case of existing Board Member) as a Board Member must:

1. be an entity duly incorporated in a jurisdiction within the region that it represents if seeking election under the Principal Member (Operator) sub-category;
2. satisfy the criteria applicable to qualify as and be an existing Principal Member in good standing, and be enrolled in the standard Principal Member category paying the full annual Principal Member membership fee as set out in Schedule 1. and have paid all membership fees and other amounts due to the Company in full, with no outstanding or overdue amounts at the time of application, nomination, election and throughout their term as a Board

Member. Members participating under any discounted, subsidized, special, restricted, or other non-standard Principal Member sub-category shall not be eligible to apply for, be nominated for, elected to, or hold a Board Member position;

3. have been a Principal Member for no less than one year, attended at least one Roundtable and contributed to at least one Working Committee of the Company.
4. offer commercial products and services.

Additional Expectations (Not Mandatory) for Principal Member (Operator):

In order to demonstrate the strength of their commitment and investments in Wi-Fi business, the Principal Member (Operator) applying as a candidate for getting elected (or re-elected, in case of existing Board Member) as a Board Member are also expected to meet one or more of the following criterion:

- i. Currently own and operate a commercial Wi-Fi network
- ii. Currently offer Wi-Fi access directly and indirectly (roaming or resale)
- iii. Maintain a minimum of three active or operational roaming agreement

B.2 *In case of Principal Member (Non-Operator)s*

Additional Expectations (Not Mandatory) for Principal Member (Non-Operator):

In order to demonstrate the strength of their commitment and investments in Wi-Fi business, the Principal Member (Non-Operator) applying as a candidate for getting elected (or re-elected, in case of existing Board Member) as a Board Member are expected to meet one or more of the following criterion:

- i. Currently build and sell Wi-Fi infrastructure
- ii. Currently engage in Wi-Fi research and development
- iii. Currently offer Wi-Fi inter-operator connectivity/hardware
- iv. Currently market/sell a Wi-Fi client to support authentication
- v. Currently provide Wi-Fi billing, settlement, clearing, and/or authentication

C. Application & Elections for Board Membership

C.1 *Frequency of Application & Elections*

The applications for admission or re-admission of Board Members shall be processed and elections held against the vacant seats in each category on a biannual basis. However, elections will be held no more than once during each half of the calendar year.

C.2 *Nomination & Acceptance Process*

Each qualifying candidate must submit a nomination application, against the vacant Board Member seats available for contest during the next scheduled election, to the Secretariat Office in the prescribed form at least sixty (60) days before the election date.

At the time of submission, each nomination application must be supported and endorsed in writing by at least 3 Board Members who are eligible to vote in the elections. There is no restriction on the number of candidates any Board Member may support or endorse.

The application process will be closed 60 days before the election date and after the above nomination closure date has passed:

- a) no additional application shall be accepted by the Secretariat Office and,
- b) the Secretariat Office shall proceed to verify the completeness of each nomination application received by the nomination closure date and determine whether it is in order
- c) the candidates whose nominations are in order shall be sent an acknowledgement by the Secretariat Office that their applications have been verified and accepted.

The final list of qualifying candidates who have been verified and accepted along with the details of the vacant seats in each category shall be published and communicated to all Members in writing by the Secretariat Office prior to the election.

C.3 *Election Process*

Before the election, all candidates must present to the general body of Members their credentials and information on the work areas of the Company in which they plan to lead and contribute.

As part of their presentation to the general body, all candidates seeking election must state compliance with the Mandatory Qualifying Criterion and highlight the Additional Expectation (non-mandatory) met by them, as given under section B of this schedule. If the total number of candidates from any category does not exceed the total number of vacant seats available for election for that category, the voting shall still be conducted. All Board Members and Principal Members shall be invited to cast their vote through a secret ballot. In this scenario, in addition to the verified and accepted candidate (s), the ballot will also list 'None of the above' as one of the options. If the number of valid votes cast in favour of 'None of the above' exceeds the total number of votes received by the candidate (s), the election will be treated as void and the seats will be put up re-election during the next Round Table.

If the total number of candidates from any category exceeds the total number of vacant seats available for election for that category, a voting will be conducted to elect the candidates. All Board Members and Principal Members shall be invited to cast their vote through a secret ballot.

The voting for the above election shall be held during Round Table meeting or any other election arrangement authorized by the Board. All Members who are eligible to vote,

regardless of their ability to attend the Round Table, shall be provided a ballot and given an opportunity to vote electronically within a stipulated time.

Once the stipulated time for casting the vote is over, the Secretariat will review the voting results. The candidates receiving highest number of votes against the vacant seats from their respective categories [i.e. Principal Member (Operator) and Principal Member (Non-Operator)] shall be considered as successfully elected and the remaining candidates will be deemed unsuccessful.

If any Principal Member (Operator) seat (s) from a region remains vacant, the Secretariat will contact the unsuccessful Principal Member (Operator) candidate (s) and offer them the Principal Member (Operator) seat (s) which remain vacant from outside their region (s). If the number of unsuccessful Principal Member (Operator) candidates exceeds the number of seats remaining vacant in any region, those seat (s) will be offered to the unsuccessful Principal Member (Operator) candidate (s) from outside their region (s) in the order of priority determined by their ranking in the votes received. In case two or more unsuccessful candidates have received the same number of votes during the election, all Board Members and Principal Members shall be invited to cast their vote in a second round of election through a secret ballot in order to determine who amongst the unsuccessful candidate (s) will be offered the vacant seat from outside their region. The Principal Member (Operator) who accepts the offer presented by the Secretariat will be deemed elected against the vacant seat from outside their region, subject to the following conditions:

- a) the above stated offer shall only be made to the unsuccessful Principal Member (Operator) candidates who have contested during the election;
- b) the Principal Member (Operator) seat from outside the region is made available only for one term of 4 years duration;
- c) after the term in complete, the seat will become vacant and made available for the next round of elections only to those Principal Member (Operator) who have an entity that is duly incorporated in a jurisdiction within that region under the Principal Member (Operator) sub-category.

C4. Notification

Within 3 weeks of the results of the election having been determined (or in the absence of elections, the identification of the deemed elected candidates), the Secretariat Office shall notify all other Members of the elected (or deemed elected) candidates having qualified to be admitted as Members, subject to:

- i. receipt of the required Contributions from the said candidates; and
- ii. the execution and return of the required documentation to the Secretariat Office by the said candidates including the prescribed document (in such form as the Board may determine from time to time) on each such candidate's undertaking to comply with the Articles.

D. Effective Date and Term of Board Membership

Subject to the provisions of these Articles and the Rules on withdrawal, suspension and termination of membership, each term of membership of a Board Member shall take effect from such date and be for such duration as provided in the Bylaws.

SCHEDULE 5

"Current working committees"

- 1. NextGen Work Group (NGWG)**
- 2. 5G Work Group (5G WG)**
- 3. IoT Work Group (IOTWG)**
- 4. Roaming Work Group (RWG)**
- 5. Testing & Interoperability Work Group (TIWG)**
- 6. Policy & Regulatory Affairs Work Group (PWG)**
- 7. Market Work Group (MWG)**

VERSION HISTORY AND DOCUMENT CHANGES

Version	Changes Summary	Clause and Schedule	Effective	Date
1.0.0	Migration of WBA Ltd (Singapore) to WBA Inc. (USA).	-	01-Jan-2023	01-Jan-2023
1.1.0	Updated Frameworks and Definitions: - Incorporated the updated Co-Marketing Branding Framework and PMO Technical Procedure. - Clarified that non-operator Board seats are reserved exclusively for commercial entities.	Schedule 1, Rules 2.6	01-Oct-2023	01-Oct-2023
1.2.0	Board and Membership Updates: - Extended Board term limits from 2 to 4 years, effective January 1, 2024. - Increased Board seats from 13 to 15. - Clarified payment terms for membership resignation. - Added explanatory notes to Schedule 1 (Notes 4 and 5) for Clause 2.23 regarding membership resignation, suspension, or termination, addressing notification and effective dates.	Clause 2.23, Clause 2.7, Schedule 1, Schedule 4,	01-Jan-24	20-Jun-2023
1.3.0	Changes to Member Fees: Adjustments in Schedule 1, effective January 1, 2024.	Schedule 1	01-Jan-2024	06-June-2023
1.4.0	Payment Terms Clarification: - Further clarified the terms for membership resignation, Membership Requirement of Principal Member (Non operator) and Industry Partner Members, change of membership and Membership reactivation.	Clause 2.6, Clause 2.16, Clause 2.18, Clause 3.1, Schedule 1, Schedule 4	04-Dec-2024	04-Dec-2024
1.5	Create one additional Co-Chair position, with one Co-Chair allocated to operators and one to non-operators	Clause 7.6 Rule 17 Schedule 4	14-Oct-2025	14-Oct-2025
1.5.1	Clarified that only Principal Members paying the full annual Principal Member membership fee are eligible to apply for, be nominated for, elected to, or hold a Board Member position. Members participating under any discounted, subsidized, special, or restricted Principal Member sub-category are not eligible for Board membership.	Schedule 4	20-May-2026	20-May-2026
1.5.2	Amended on the Composition of Board Members; Clarified the mandatory criteria that board members have to settle all membership fees and other amounts due to the Company in full, with no outstanding or overdue amounts at the time of application, nomination, election and throughout their term as a Board Member.	Schedule 4	1-Sept-2026	1-Sept-2026