

Agricultural Industry Electronics Foundation “AEF e.V.”

Rev. 9

Rules of Procedure

Forward, “Spirit of AEF”

Agricultural Industry Electronics Foundation (AEF) is an organization funded by agricultural machinery companies and business related companies like electronic suppliers in order to provide technical and procedural methods to enable open communication and interfacing between electronic systems of different machinery from independent manufacturers.

The spirit of AEF is to create results of common acceptance and implementation possibilities as major part of the results of AEF are technical definitions and specifications (standards and guidelines) which allow products to be designed for seamless interoperability between different manufacturers.

In order to provide a common standard which can be used from every manufacturer under equal conditions it is necessary to define technical solutions which are not obstructed by patents or create economic imbalance between different manufacturers by definition.

Therefore AEF motivates its members to create an open and transparent cooperation in project teams and work groups to create technical solutions which should, as far, as possible, be kept free from patents and any other factors that may act against the widespread adoption and usage of AEF technical solutions.

§ 1 Foundation Background

The international organization User-Platform Electronics was founded by the associations AEM (Association of Equipment Manufacturers) and VDMA (Verband Deutscher Maschinen- und Anlagenbau - German Engineering Federation) and interested manufacturers of agricultural machinery on 28th October 2008.

§ 2 Name and Form of AEF e.V.

The final founding of AEF e.V. as a “registered Association according to German

law ("eingetragener Verein", e.V.) took place at VDMA in Frankfurt on October, 6th, 2009. The full name of the organization was determined by the Core Members as "Agricultural Industry Electronics Foundation e.V." and its abbreviation is "AEF e.V.". The Articles of Association form the basis of the Agricultural Industry Electronics Association e.V., and are binding for all members of the Association in its prevailing form.

§ 3 Chair Group

The organization, rights, and obligations of the Steering Committee are specified in the AEF e.V. Articles of Association, the details of the Chair Group are defined as follows:

(1) **Chairperson**

The Chairperson shall be the chief executive officer of AEF e.V. He/she shall preside when present at all meetings of the members, and of the Steering Committee and shall have generally active control of the business and affairs of AEF e.V.. The Chairperson shall have the general power to execute bonds, deeds and contracts in the name of AEF e.V., and to affix the corporate seal, and to exercise all the powers usually pertaining to the office of the Chairman of a corporation, in accordance with the terms and conditions as set forth in the AEF e.V. Articles of Association.

(2) **Vice Chairperson**

In the absence of the Chairperson or in the event of his/her inability or failure to act, the Vice Chairperson shall perform the duties of the Chairperson. When so acting, the Vice Chairperson has the powers of and be subject to all the restrictions imposed upon the Chairperson. The Vice Chairperson shall perform such other duties as shall be assigned to him/her from time to time by the Chairperson, in accordance with the terms and conditions as set forth in the AEF e.V. Articles of Association.

(3) **Treasurer**

The Treasurer shall have the care and custody of all monies, funds and valuable papers or documents of AEF e.V., and shall deposit or cause to be deposited all funds of the Association in and with such depositories as the Steering Committee shall from time to time direct. The Treasurer shall have the power to endorse for deposit, collection or otherwise, all checks, drafts, notes, bills of exchange or other commercial paper payable to AEF e.V., and give proper receipts or discharges therefore; sign checks in the name of AEF e.V. for payment of expenses incurred and the disbursement of funds. The Treasurer shall keep accurate books of account and the disbursement of funds. The Treasurer shall keep accurate books of accounts relating to the monies of the Association and shall render an account whenever required to do so by the Chairman or the Steering Committee.

- (4) **Secretary**
The Secretary shall have charge of any corporate seal and shall have authority to attest any and all instruments or writings to which the same may be affixed. The Secretary shall keep an account of all books, documents, papers and records of AEF e.V., except those, which are hereinafter directed to be in the charge of the Treasurer. The Secretary shall generally perform all the duties usually pertaining to the office of the Secretary of a corporation. The Secretary shall keep the minutes of all proceedings of the Association, the Chair Group, and the Steering Committee.

§ 4 Duration

AEF e.V. has been established for an unspecified period.

§ 5 Admission

- (1) Admission to the organization will require compliance with these Rules of Procedure, and the Articles of Association, together with a willingness to accept the decisions taken by the Steering Committee of AEF e.V..
- (2) The candidate member must address its application for membership in writing to the office of AEF e.V. by filling out and sending the "AEF e.V. Membership Application Form".

§ 6 Rights and Obligations of Members

- (1) All members are obliged to follow AEF e.V.'s Rules of Procedure, and the AEF e.V. Articles of Association.
- (2) Information marked confidential shall not be forwarded by members to third parties, or non-members.
- (3) Each member undertakes to provide AEF e.V. with required resources, in particular by providing personnel resources for the project work as well as by paying service charges as detailed in AEF Rules of Procedure Appendix A.
- (4) Details of the rights and obligations of members are specified in the AEF e.V. Articles of Association

§ 7 Method of Operation

- (1) The project-based work of AEF e.V. is done by international working groups consisting of Core Members and General Members.

- (2) If applicable, external resources can be used for project processing.
- (3) For every project a responsible person (project-leader) shall be determined.
- (4) All necessary efforts have to be done by the project-leader and the project team in order to reach a high transparency of the project work.
- (5) The status of the project work will be reported regularly to the entire Membership.
- (6) International working groups will be appointed according to technical and non-technical subjects (e.g. implementation, safety, service, marketing, customer information, etc.).
- (7) Core Members as well as General Members will provide the leadership and experts for working groups and project teams.

§ 8 Contributions of the Associations AEM and VDMA

The cost allocation and re-numeration from the associations AEM and VDMA is to provide one personnel resource, respectively. Though, 50% of the personnel costs are charged as Core Member's contribution and 50% financed by the associations.

§ 9 Assignment of Exploitation Rights

- (1) **Scope:**
In order to secure the legal protection of the results, such as, but not limited to electronic devices, software solutions, ideas, and practices created through AEF funding or by active, voluntary work for AEF by AEF members, either individually or as part of an AEF project team the members accept the following terms and conditions for the assignment of the exploitation rights in our contributions.
- (2) **Exploitation Rights Assignment Statement:**
By signing the "AEF e.V. Membership Application Form" the members assign irrevocably to AEF e.V. for the benefit of all members the exploitation rights of their contributions within the framework of the activities within AEF e.V. to the extent that this contribution is not protected by Industrial Property Rights (see § 10 below). The assignment is granted free of charge, and can be shared by each AEF e.V. member without limitations in terms of time or geography.
The members accept that this assignment does not preclude themselves from continuing to exploit their own copyrightable and/or patentable contribution for their own purposes under the provision, that such exploitation does not adversely affect the exploitation right within AEF e.V. projects as specified above.

§ 10 Industrial Property Rights

- (1) The members will use their best endeavours to achieve a development result that does not infringe industrial property rights.
- (2) If the member are or become aware of industrial property rights or of any other restriction (e.g. the use of open source code software in the Project) that could affect project work results done for AEF e.V., they shall promptly inform the AEF Steering Committee after learning of such rights. In such case the AEF e.V. Steering Committee shall jointly decide whether the work is to be continued such that the industrial property rights are not infringed.
- (3) The member shall each remain the owner of the patentable work results and inventions as well as of any applied for or granted industrial property rights achieved prior to the start of the project work ("old IP"). Without request, the member will inform the AEF e.V. Steering Committee about the existence of such old IP to the extent that these are needed for performing the development work. The member undertake to inform AEF e.V. Steering Committee to which extent third parties are entitled to a joint use of old IP or to which extent the member themselves are restricted in the use of old IP.
- (4) To the extent that old IP owned by member is required for the exploitation of the project work and if AEF e.V. itself manufactures the project work results in serial production, member herewith grants AEF e.V. a non-exclusive right to use old IP without any restrictions in terms of time or geography that allows the use for the purposes of serial production. AEF e.V. may sub-license the right to use old IP to third parties exclusively for purposes of serial production for AEF e.V.
- (5) Should a supply agreement be concluded between AEF e.V. and member, AEF e.V.'s right to use old IP shall also be valid beyond the term of this agreement and may be sublicensed to affiliated companies as specified by Sections 15 et sequitur AktG [German Stock Corporation Act].
- (6) In respect of any information or materials supplied by one AEF e.V. member to another under the AEF e.V. purposes, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties.
- (7) Prior to the usage of existing member IP by AEF e.V. in project work results, the member shall agree on a license fee that is adequate and customary in the industry for purposes of serial production. If the Parties fail to agree on the amount of such license fee, a third party expert to be jointly appointed by both parties in accordance with Section 317 BGB [German Civil Code] shall determine whether the license fee is adequate and customary in this trade.
- (8) If the parties fail to agree on a jointly appointed expert within a period of 4 weeks after written request, the President of the Chamber of Industry and Commerce in Frankfurt shall nominate a neutral expert upon request by either of the Parties.
- (9) Members shall without limitations acquire rights in inventions made by member

employees generated in the course of the project work (generally referred to as “new IP rights” of member) and, where required by local law, file a patent application in the name of Member or Members as appropriate.

- (10) Where there is no local law requirement for a Member to file a patent application on inventions made by Member employees or contractors, the Member shall be free at their discretion to file or not file a patent application, or to place details of the invention in the public domain. Prior to placing in the public domain or filing of such an application, the Member or Members intending to disclose or file shall notify the other members involved in the project giving brief details of the subject matter and identifying any inventors to be named. The member is free to publish the invention if other members do not object within two weeks after receipt of the intent to publish. Immediately after filing of an application, brief details of the subject matter and bibliographic information for the application shall be communicated to AEF e.V. Steering Committee.

A new IP right of a Member (or Members) shall be the exclusive property of that Member (or those Members). To the extent that such a new IP right is essential for using the agreed upon AEF project result, the Member (or Members) will grant a license under FRAND terms to a requesting party in individual negotiations.

- (11) The determination of whether a new IP right is essential for using the agreed upon AEF project results shall be made by an IP committee convened by AEF e.V. Steering Committee. Members agree that any dispute as to essentiality shall be finally resolved by reference to an independent external arbitrator appointed by AEF e.V. Steering Committee.
- (12) To the extent that the work results achieved by the members are protected by copyrights, the members undertake to acquire right of use as necessary and to mutually grant each other for their own purposes the non-exclusive, irrevocable, assignable right unlimited in terms of time, place and content to exploit these work results in all kinds of use, free of charge and at their own discretion, and in particular to copy, disseminate, exhibit, change and process them.
- (13) In the case that a member leaves voluntarily AEF e.V. that member shall continue to grant access rights until the termination of the common non-protected work. Existing license agreements under essential patents and the obligation under (10) above are not affected in case a member leaves AEF e.V.

§ 11 Compliance

- (1) **Antitrust Consideration**
This statement is intended to codify AEF e.V.’s existing policy and to provide guidelines for compliance with the law. AEF e.V. unequivocally supports the policy of competition served by the antitrust laws and reaffirms its uncompromising intent to comply strictly in all respects with those laws. It is the responsibility of every member and staff person of AEF e.V. to be guided by AEF e.V. policy of strict compliance with the antitrust laws in all AEF e.V. activities. It shall be the special responsibility of AEF e.V. Chairmen to insure that this policy is known and adhered to in the course of activities pursued under their leadership.
- (2) **Antitrust Guidelines**
- (a) Any firm meeting the requirements of membership as set forth in the Articles of Association shall be admitted to membership in AEF e.V. on a

- non-discriminatory basis.
- (b) Participation in any and all AEF e.V. activities by a member company is wholly voluntary.
 - (c) No member of AEF e.V. shall have authority to represent that he is communicating on behalf of and as an official representative of the Association without prior approval of the Association.
 - (d) Meetings:
 - 1. Secret or "rump" meetings shall be strictly avoided.
 - 2. In conducting AEF e.V. meetings, the Chairman thereof shall follow a formal agenda.
 - 3. Minutes of all meetings shall be kept by a designated party who shall accurately record what actions were taken at the meeting. Minutes of all meetings shall be submitted to the group for approval at its next meeting.
 - 4. In informal or social discussions at the site of an AEF e.V. meeting, which are beyond the control of its Chairmen, all members and staff are expected to observe the same standard of personal conduct required of the Association in its compliance with these antitrust guidelines.
 - (e) Topics of Discussion:
 - 1. AEF e.V. activities or communications shall include discussions or action on matters of interest to the industry.
 - 2. No AEF e.V. activity or communication shall include any discussion or action, for any purpose or in any fashion, of prices or pricing methods, production quotas or other limitations on production or sales.
 - 3. No AEF e.V. activity or communication shall include discussion or action which might be construed as an attempt to prevent any person or entity from gaining access to any customer, goods or services, to boycott any person or entity, or to prevent any person or entity from purchasing goods or services freely in the market.
 - 4. No AEF e.V. activity or communication shall include discussion or action which might be construed as an agreement or understanding to refrain from purchasing materials, equipment, services or other supplies from any supplier.
 - 5. No AEF e.V. activity or communication shall include any other discussion or action which would tend to restrict competition in any manner between members or within the industry.

§ 12 Term

- (1) Purpose of AEF e.V. Rules of Procedure
The purpose of the revised version of the AEF Rules of Procedure is the replacement of the AEF Rules of Procedure, which became necessary after the foundation of AEF e.V., since part of its Articles needed to be replaced by the Articles of the AEF e.V. Articles of Association.
- (2) Validity:

The AEF Rules of Procedure will become valid upon signature of 2 authorized representatives of AEF e.V.

(3) Prevailing Documents:

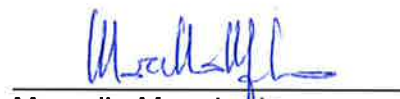
The AEF e.V. Rules of Procedure are complementary to the AEF e.V. Articles of Association. In case of any conflicting statements to the AEF e.V. Articles of Association the AEF e.V. Articles of Association will prevail.

Signed by:



Peter van der Vlugt
(Chairman)

Date: 24-NOV-2015



Marcello Mongiardo
(Vice Chairman)

Date: 24-NOV-2015

References: Member Service Charges and Exemptions (Appendix: A)