

INTERNAL RULES
of
Eclipse Foundation AISBL
a Belgian incorporated international not-for-profit association
Rond Point Schuman 11, Brussels 1040 Belgium
VAT BE / Enterprise number: 0760.624.114
RLE Brussels (French-speaking Enterprise Court)

Chapter 1 – Purpose and Scope of the Internal Rules

Article 1 – Purpose and Scope

- 1.1 The purpose of these Internal Rules is to further supplement the Bylaws of the Eclipse Foundation AISBL with a view to ensure that it is equipped with the necessary tools and processes to pursue and fulfil its Purpose, Object and Mission.

Chapter 2 – Definitions and Interpretation

Article 2 – Definitions

- 2.1 For the purpose of these Internal Rules the following definitions shall apply:
- **"Alternate"** has the meaning set forth in Article 4.2 of these Internal Rules.
 - **"Association"** means "Eclipse Foundation AISBL" as defined in Article 1.1. of the Bylaws.
 - **"Affiliated Eclipse Entities"** means Eclipse Foundation AISBL, Eclipse.org Foundation, Inc., Eclipse Foundation Canada, and Eclipse Foundation Europe GmbH.
 - **"BCCA"** means the Belgian Code on Companies and Association of 23 March 2019, as modified and amended by subsequent laws.
 - **"Board Representative"** has the meaning set forth in Article 4.2 of these Internal Rules.
 - **"Bylaws"** are the current Bylaws of the Association approved by the General Assembly and entered into force according to the BCCA.
 - **"Conflict of Interests"** has the meaning set forth in Article 9.1 of these Internal Rules.
 - **"Eclipse"** or **"EF"** means "Eclipse Foundation AISBL" as defined in Article 1.1. of the Bylaws.
 - **"Financial Interest"** means an interest of monetary value of a person who has directly or indirectly through business, investment or family: (a) an ownership or investment interest in any legal entity with which the EF has or plans to have

a transaction or arrangement, (b) a compensation arrangement with the EF or with any entity or individual with which the EF has or plans to have a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial, such as any (1) consultancy, directorship, position in or work which attracts regular or occasional payments in cash or kind or (2) fee-paid work – any work commissioned for which the member is paid in cash or in kind.

- **"Personal Interest"** means an interest based (a) on a person's values, political, philosophical, and religious convictions or any other personal convictions, (b) on persons' affective relationships or friendships.

Article 3 – Interpretation

- 3.1 Unless otherwise defined in these Internal Rules, capitalised terms used herein shall have the meaning of the respective definition as specified in the Bylaws.
- 3.2 The titles and headings included in these Internal Rules are for convenience only. They shall not be taken into account in the interpretation of the provisions of these Internal Rules.
- 3.3 The original version of these Internal Rules has been drafted in English. Should these Internal Rules be translated into French or any other language, the English version shall prevail to the fullest extent permitted by Belgian law.

Chapter 3 – Governance and Operating Structure

Article 4 – Affiliate Board Representation

- 4.1 As per Article 23.2, e), (ii) of the Bylaws and to the extent an Affiliate Group consisting of Strategic Members is represented by a Strategic Director that is an employee, officer, director, or consultant of one of those Members, each other Strategic Member in that Affiliate Group shall be entitled to appoint an Observer to the Board.

Such Observers shall be required to execute an agreement, which shall include the following provisions:

- (A) except as set forth below, Observers shall be entitled to participate in all meetings of the Board, provided however, that in no event shall Observer have the right to cast any vote on any issue considered by the Board or by any Board Committee;
- (B) Observer's attendance at any meeting of the Board shall not count towards achieving quorum of the Board and shall not be considered in connection with the determination of unanimous, simple majority or qualified two-thirds (2/3) majority voting results where stipulated in the Bylaws;

- (C) Observer's participation is not necessary to maintain a meeting of the Board;
- (D) Observers shall abide by all Eclipse policies related to the Board, including as the case may be confidentiality; and
- (E) the Executive Director will have the right, exercised in its sole discretion, to exclude an Observer from any or all portions of a meeting of the Board to the extent the Executive Director determines that the presence of the Observer at such a meeting could waive, compromise or otherwise impair Eclipse's ability to assert the attorney-client privilege, or is otherwise necessary.

Neither any Observer nor the Member they represent shall be entitled to any remuneration or reimbursement of expenses pursuant to Article 27 of the Bylaws or otherwise and they shall not be the beneficiary or covered party of any insurance procured by Eclipse or be entitled to any indemnification by Eclipse in connection with the Observer's role as an Observer of meetings of the Board.

- 4.2 Any Strategic Member Director (as defined in Article 23.2 a) of the Bylaws) or Observer (as defined in Article 23.2 e) ii) of the Bylaws) (the "**Board Representative**") may designate an alternate to be added to the Board email list (the "**Alternate**"). Alternates may also attend meetings of the Board as further explained below. The Alternate must agree to be bound by the confidentiality duties associated with being a director, and agree to sign a non-disclosure agreement with Eclipse to this effect.

In no case may an Alternate vote on any business of the Board.

For meetings held virtually, an Alternate may passively listen in to electronic conference calls if attending along with their Board Representative. Otherwise, an Alternate may speak on behalf of the Board Representative if the Board Representative is absent. The Secretary will be responsible for enforcing this behavior on all virtual meetings.

For meetings held as face-to-face meetings, an Alternate may not attend any face-to-face meetings in addition to their Board Representative, unless explicitly granted written permission and invitation by the Executive Director in accordance with Article 26.1, Para. 2 of the Bylaws. The Executive Director's decision should be based on whether there are exceptional circumstances that warrant it. Examples include a transition from one person to another as their company's Board Representative, language barriers for a Board Representative, etc. Otherwise, an Alternate may attend and speak on behalf of the Board Representative if the Board Representative is unable to attend.

Article 5 – Standards of Conduct Directors

- 5.1 A director shall discharge the duties of a director, including amongst other things duty of due care, duty of discretion, duty to avoid Conflict of Interests, specific duties under the BCCA and duties as a member of any Board Committee upon which the

director may serve, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In discharging the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case if prepared or presented by: (a) one or more officers or employees of Eclipse whom the director reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, public accountants or other persons as to matters the director reasonably believes are within the person's professional or expert competence; or (c) a Board Committee as to matters within the Board Committee's jurisdiction, if the director reasonably believes the Board Committee merits confidence. A director is not acting in good faith if the director has knowledge concerning the matter in question that makes reliance otherwise permitted in this Article 5.1 unwarranted.

Article 6 – Remuneration Board Members/Reimbursement

- 6.1 Subject to the conditions laid down in Article 27.1 of the Bylaws, no director shall receive any remuneration from Eclipse for their service on Eclipse's Board. Without prejudice to Article 27.2 of the Bylaws, directors who are not employed by a Member may have their reasonable travel expenses incurred in relation to attending Board meetings reimbursed by Eclipse with the Executive Director's approval.

Article 7 – Office of Chief Membership Officer

- 7.1 The Chief Membership Officer is appointed upon a decision of the Board, as per its rights to create new offices as granted in Article 34.1 of the Bylaws and to delegate representation powers to such new offices pursuant to Article 22.2 of the Bylaws. The Chief Membership Officer shall be appointed annually by the Board in accordance with Section V.4 of the Bylaws.
- 7.2 The Chief Membership Officer is granted the authority to act as an officer on behalf of the Association, including to execute Membership Agreements and Working Group Participation Agreements on behalf of the Association; to execute documents on behalf of the Association relating to operational-level agreements such as 3rd party services agreements, employment agreements, etc.; to act as a second signatory for larger banking transactions requiring a second signature; and to carry out any additional duties assigned to him or her by the Executive Director in accordance with Article 36.3 of the Bylaws.

Article 8 – Office of Chief Marketing Officer

- 7.1 The Chief Marketing Officer is appointed upon a decision of the Board, as per its rights to create new offices as granted in Article 34.1 of the Bylaws and to delegate representation powers to such new offices pursuant to Article 22.2 of the Bylaws. The Chief Marketing Officer shall be appointed annually by the Board in accordance with Section V.4 of the Bylaws.

- 7.2 The Chief Marketing Officer is granted the authority to act as an officer on behalf of the Association, including to execute documents on behalf of the Association relating to operational-level agreements such as 3rd party services agreements, employment agreements, etc.; to act as a second signatory for larger banking transactions requiring a second signature; and to carry out any additional duties assigned to him or her by the Executive Director in accordance with Article 36.3 of the Bylaws.

Article 9 – Standards of Conduct Officers

- 9.1 An officer shall discharge the officer’s duties, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the officer reasonably believes to be in the best interests of Eclipse. In discharging the duties of an officer, an officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case if prepared or presented by: (a) one or more officers, directors, or employees of Eclipse whom the officer reasonably believes to be reliable and competent in the matters presented; or (b) legal counsel, public accountants or other persons as to matters the officer reasonably believes are within the person’s professional or expert competence. An officer is not acting in good faith if the officer has knowledge concerning the matter in question that makes reliance otherwise permitted in Section V.4 of the Bylaws unwarranted. An officer is not liable to Eclipse, any Member or any other person for any action taken or not taken as an officer, if the officer acted in compliance with Section V.4 of the Bylaws.

Article 10 – Framework for Granting Loans and Other Financing

- 10.1 Eclipse may grant loans to, invest in the capital of, or, in any other manner, directly or indirectly, take participations in other legal entities, associations and companies of private or public nature, governed by Belgian law or foreign laws.
- 10.2 The choice to grant loans to, or to invest, shall be made in accordance with the law and within the interest of Eclipse. The Treasurer of Eclipse shall have the discretion to invest up to fifty percent (50%) of the total cash assets of Eclipse in bonds, notes, mutual funds, publicly traded shares, or other similar assets. The Treasurer of Eclipse shall have the discretion to grant loans to, invest in, or participate in the Affiliated Eclipse Entities up to a maximum of six hundred thousand euros (600.000€) in each instance. Any other choice to grant loans to, or to invest shall require the approval of the Board.

Chapter 4 – Conflict of Interests

Article 11 – General Provisions

- 11.1 If the Board is required to take a decision or to take a position on a transaction falling within its power, for which a director has a direct or indirect Financial or Personal Interest that conflicts with the interests of Eclipse (the "**Conflict of Interests**"), the concerned director must inform the other directors thereof before the Board makes a decision or takes a position as stated in Article 12.1 of these Internal Rules. The Board is not allowed to delegate such decision.
- 11.2 The present Conflict of Interests procedure shall not apply if the decisions of the Board concern regular operations undertaken under customary market conditions and under normal marked securities for operations of the same nature.

Article 12 – Procedures

- 12.1 Duty to Disclose
- a) In connection with any actual or possible Conflict of Interests, any potentially conflicted director must disclose the existence of the Financial Interest or Personal Interest and be given the opportunity to disclose all material facts to the Board considering the proposed operation, transaction, arrangement or decision preliminarily to any discussion or decision-making in these fora.
 - b) If the potentially conflicted director fails to inform the Board, any other director aware of the Conflict of Interests shall disclose it in order to enable the Board to examine the situation preliminarily to any discussion or decision-making.
- 12.2 Determining whether or not a Conflict of Interests exists
- a) After disclosure of the Financial or Personal Interest and all material facts, and after any discussion with the potentially conflicted director preliminarily to any discussion on the agenda of the meeting, said director shall leave the Board while the potential for a Conflict of Interests on his part is discussed and determined. The remaining directors shall decide if a Conflict of Interests exists and is sufficient to justify the exclusion of the concerned director from the discussions and the decision-making process.
- 12.3 Procedures for addressing the Conflict of Interests
- a) If a Conflict of Interests exists, the conflicted director shall participate neither in the deliberations of the Board nor in the vote of the Board on the decision or transaction. After exercising due diligence, the Board shall determine whether the Association can obtain, with reasonable efforts, a more advantageous operation, transaction, arrangement from a person or entity that would not give rise to a Conflict of Interests.
 - b) If the majority of the Board members present or represented has a Conflict of Interests, the decision or the transaction will be submitted to the General Assembly for approval. If the latter approves the decision or transaction, the Board may execute it.
- 12.4 The Conflict of Interests as well as the statement and explanations on the nature of said Conflict of Interests of the conflicted director(s) shall be included in the minutes of the respective meeting of the Board. In addition, the Board shall describe in the

minutes of meeting the nature of the decision or transaction referred to in Article 11.1 of these Internal Rules, the financial consequences thereof for the Association and justify the decision or position taken.

- 12.5 When the Conflict of Interests is of financial nature, the Board shall inform the General Assembly at its next meeting.

Chapter 5 – Indemnification of Directors, Officers and Agents

Article 13 – Indemnifications

- 13.1 Eclipse shall indemnify any person made or threatened to be made a party to an action by or in the right of Eclipse to procure a judgment in its favor by reason of the fact that he, his testator or intestate is or was a director or officer of Eclipse, against amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred by him in connection with the defense or settlement of such action or in connection with an appeal therein, except in relation to matters as to which such person is adjudged to have breached his duty to Eclipse. Eclipse shall indemnify any person, made, or threatened to be made, a party to any action or proceeding other than as described in the preceding sentence (i.e., other than one by or in the right of Eclipse to procure a judgment in its favor), whether civil or criminal, including an action by or in the right of any other organization of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any such person served in any capacity at the request of Eclipse, by reason of the fact that he, his testator or intestate was a director or officer of Eclipse, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such person acted, in good faith, for a purpose which he reasonably believed to be in the best interests of Eclipse and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. Notwithstanding the above, Eclipse shall only be subject to these indemnification provisions if: (i) the party seeking the indemnity provides notice of the claim promptly to Eclipse ; (ii) Eclipse is given sole control of the defence and settlement of the claim; (iii) Eclipse receives from the party seeking the indemnity all available information, assistance and authority to defend such claim; and (iv) the party seeking the indemnity has not compromised or settled such proceeding without the Eclipse's prior written consent.
- 13.2 Expenses incurred by a person described in this chapter in defending a civil or criminal action or proceeding may be paid by Eclipse in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such person to repay the amounts so advanced if it should be ultimately determined that such person is not entitled to be indemnified hereunder.
- 13.3 In no event shall individual Members of Eclipse be subject to the indemnification and advancement of expenses obligations of Eclipse under this chapter. The

indemnification and advancement of expenses granted pursuant to, or provided by, this chapter shall not be deemed exclusive of any other rights to which a director, officer, employee or other agent of Eclipse seeking indemnification of expenses may be entitled, whether contained in the certificate of incorporation or these Bylaws, or in a resolution of the Board, or an agreement providing for such indemnification or under law or otherwise; provided, that no indemnification may be made to or on behalf of any director or officer if a judgment or other final adjudication adverse to the director or officer establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

- 13.4 To the fullest extent permitted by applicable law, Eclipse may purchase and maintain insurance on behalf of any person who is a director or officer, or was serving at the request of Eclipse as a director or officer or in any other capacity against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not Eclipse would have the power to indemnify him or her under this chapter.

Chapter 6 – Final Provisions

Article 14 – Amendment of the Internal Rules

- 14.1 As per Article 50 of the Bylaws, the amendments to these Internal Rules shall be drawn up and adopted by the Board.
- 14.2 Such amendments shall enter into force and constitute an integral part of the present Internal Rules on the date of adoption by the Board, unless otherwise decided by the Board.