

STICHTING CURRENT OS

SUPPORTER AGREEMENT

Between

Stichting Current OS, a foundation under the laws of the Netherlands having its registered office address at van de Savornin Lohmanlaan 59, 2566AJ The Hague, The Netherlands.

And

[NAME SUPPORTER], a company incorporated under the laws of [COUNTRY], having its registered office address at [ADDRESS], (“Supporter”)

Hereinafter to be referred to individually as Party or jointly as Parties

1. General

The Stichting Current OS (“**Foundation**”) is organized as a non-profit organization incorporated on April 9, 2021 under the laws of the Netherlands. The Articles of Incorporation (“**Articles**”) and the Bylaws of the Foundation are available on the Foundation’s website <http://www.cos.foundation>, as such documents may be amended by the Foundation from time-to-time.

The Supporter has declared to be willing to support the Foundation and the Management Board of the Foundation (“**Management Board**”) has decided to admit the Supporter.

By executing this Supporter Agreement, Supporter agrees to abide by the Articles and the Bylaws.

Prior to the Supporter's membership submission, the Supporter has indicated to the Foundation the following information relating to its characteristics such as:

- GEO
 - the Company or group of companies is active in not more than 2 countries
 - the Company or group of companies is active in more than 2 countries
- FTE’s
 - Has less than 50 FTE’s
 - Has more than 49 and less than 250 FTE’s
 - Has more than 250 FTE’s
- TURNOVER
 - Has less than 10 million Euro turnover
 - Has more than 10 million Euro turnover

The Foundation is formed to promote the use of the COS protocol (“**COS Protocol**”), whereby the objectives of the Foundation are to make the COS Standard a standard for electrical distribution, to market and further develop the COS Protocol, (to assist in) making the COS Protocol accessible for use by affected Parties, and to perform all such further acts and activities as are in the widest sense connected therewith, incidental thereto and/or which may be conducive thereto.

The Foundation shall make every effort inter alia to attain and accomplish its objectives by actively promoting the use of the COS Protocol, by providing access to the COS Protocol on FRAND terms, to continuously work on the technical evolution of the COS Protocol, and to get the COS Protocol accepted globally by the relevant organizations.

TERMS AND CONDITIONS

2. Definitions

- 2.1. “**Affiliate**” means any entity that is directly or indirectly controlled by, under common control with or that controls the subject Party. For purposes of this definition control means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity; provided, however, that in each case such entity shall be deemed to be an Affiliate only so long as such ownership or control exists and is more than fifty percent (50%).
- 2.2. “**Committee**” means one or more committees the Management Board may institute. The Management Board shall in any event institute the following committees: a Technical Committee, a Standardisation Committee and a Marketing Committee.
- 2.3. “**FRAND terms**” means fair, reasonable, and non-discriminatory terms.
- 2.4. “**COS Standard**” means the electrical distribution standard defined and promoted by the Foundation, and aim to manage DC microgrids and all connected products, systems or devices.
- 2.5. “**COS Protocol**” means all the protocols and standard definitions describing the COS Standard.
- 2.6. “**COS Intellectual Property Rights**” means all the Intellectual Property Rights covering the different features of the COS Protocol and necessary to manufacture any product, system or devices compliant with the COS Standard. COS Intellectual Property Rights include but are not limited to the COS Core Intellectual Property Rights.
- 2.7. “**COS Core Intellectual Property Rights**” means the part of the COS Core Intellectual Property Rights, covering the different features of the COS Core Protocol.
- 2.8. “**COS Certified Product**” means any product certified as per COS Certification Process.

2.9. “**COS Certification Process**” means the procedure of certification.

2.10. “**Intellectual Property Rights**” means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights.

2.11. “**Supporter**” means a member of the Foundation who is a user of the COS Protocol.

All other capitalized terms not defined in this Supporter Agreement shall have the same meaning as set forth in the other document signed or accepted, i.e. the By Laws or the Articles.

3. Objective of the Agreement

The objective of this Agreement is to:

.....
.....

This Agreement defines:

- Conditions of accession and the role of Supporter in the Foundation
- Conditions of accession of the COS Protocol and the COS Intellectual Property Rights
- Conditions of disclosure and use of the Confidential Information

4. Participation as a Supporter

Supporter is an entity invited by the Management Board and expecting access to COS Protocol and COS Intellectual Property Rights without rights to develop or manufacture any COS Certified Product.

Upon entering into this Supporter Agreement by Supporter and the Foundation, Supporter shall hold the status of Supporter of the Foundation for a period of twelve (12) months commencing on the acceptance date.

Supporter and the Foundation may renew the Supporter status for subsequent twelve (12) month periods. Upon expiration or termination of the Supporter Agreement, all rights and privileges provided and/or granted to Supporter and/or any Affiliate of Supporter pursuant to **Section 4** of this Supporter Agreement and/or pursuant to any policies and procedures of the Foundation shall terminate.

5. Duties and Rights of Supporters

The duties, rights, privileges and obligations of Supporters shall be determined by the Management Board from time-to-time. Specific rights are specified in the Supporter status in annex 1.

5.1. **COS Trademark License;** The Foundation created and adopted trademark(s) and logos (collectively the "**Adopted Trademarks**") and trademark and logo usage guidelines (the "**Trademark and Logo Usage Guidelines**") as published in the website of the Foundation, as may be modified from time to time by the Foundation. Subject to the terms and conditions of this Supporter Agreement, including without limitation, compliance with the Trademark and Logo Usage Guidelines then in effect, the Foundation hereby grants to Supporter and its Affiliates, a nonexclusive, nontransferable, worldwide license to use the Adopted Trademarks. All goodwill associated with the use of the Adopted Trademarks shall accrue to the Foundation.

5.2. **Supporter's Trademark License;** Supporter agrees that the Foundation shall have the right to list Supporter's name and logo on the Foundation website and in advertising and promotional materials, in accordance with written (and electronic) instructions provided to the Foundation by the Supporter. Except as provided herein or as may be agreed by the Parties in writing, neither Party shall use the name or any trademark or logo of the other Party without such other Party's prior written consent.

5.3. **Supporter's use of COS Protocol and COS Intellectual Property Rights;**

The Foundation hereby grants to the Supporter a nonexclusive, non-transferable, non-sublicensable, worldwide license to use COS Intellectual Property Rights, solely to use, import, and directly and indirectly, offer to sell, sell, lease, promote and otherwise distribute COS Certified Product but without any right to develop or manufacture any product or system based on COS Intellectual Property Rights.

Per the acceptance date of the Supporter Agreement the Foundation grants to Supporter a nonexclusive, royalty-free, non-transferable, non-sublicensable, worldwide, perpetual copyright license to the COS Protocol and all related technical documentations as provided by the Foundation to the Supporter for an internal use only, provided that all reproductions thereof shall include any copyright notices and disclaimers as prescribed by the Foundation at any moment.

5.4. **Limitations ;**

Supporters are not allowed to file patents related to the existing Intellectual Property Rights of the Foundation and COS Protocol, except in case of formal exceptional authorization delivered by the Management Board. However, if the Supporter has already filed or will file such patent, the Supporter hereby grants to the Foundation, a royalty-free, nonexclusive, nontransferable, sublicensable to the other Partners and Supporters, worldwide license to use such existing or "to be filed" patents, solely to make (including design and develop), have made (including have designed and have developed), use, import, and directly and indirectly, offer to sell, sell, lease, promote and otherwise distribute the product that have obtained an official certification from the Foundation.

In case the Supporter intends to develop or manufacture a product by using the COS Protocol or COS Intellectual Property Rights, it undertakes to sign a Partner Agreement with the Foundation and to comply with the IP Policy and all rules applicable to Partner status.

5.5. **Breach;** In case the Supporter fail to any of its obligations of this Supporter Agreement, the Management Board can decide (i) to exclude the Supporter from the Foundation according to the

section 8, (ii) to withdraw the right to use the Adopted Trademark (ii) to withdraw the Supporter's name from the website.

6. Antitrust

The Foundation is formed to promote the COS Protocol and shall foster competition in the development of new products and services based on the COS Protocol in conformance with all applicable antitrust laws and regulations. The Foundation and the Supporter shall individually and collectively be committed to open competition in the development of products, technology and services, and Supporters shall not be restricted in any way from designing, developing, marketing and/or procuring hardware, software, systems, technology or services. Implementation or use of the COS Protocol is voluntary. No Supporter shall be required or obliged to implement the COS Protocol by virtue of being a Supporter.

7. Confidential Information

Supporter will maintain the COS Protocol, and any other information designated "confidential" by the Foundation (collectively the "**Confidential Information**") in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances.

No Supporter will use, disclose or copy the Confidential Information except as necessary for its employees, contractors (under the obligation of the same level of confidentiality) and fellow Supporters with a need to know solely for the purpose of implementing a product according to the COS Protocol.

Supporter undertakes not to acquire any industrial and/or intellectual property right on the basis of the Confidential Information received from the Foundation.

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

All documents and other tangible objects containing or representing Confidential Information that have been disclosed by the Foundation to Supporter, and all copies or extracts thereof or notes derived therefrom that are in Supporter's possession, shall be and remain the property of the Foundation and shall be promptly returned to the Foundation or destroyed (with proof of such destruction) upon Foundation's written request or at the latest, at the end of the Supporter Status.

These obligation of confidentiality and non-use shall remain in force for the duration of the Supporter Agreement and for a period of seven (7) years after the termination of the Supporter Agreement.

8. Term and Termination

8.1. Term

Supporter acknowledges that the Foundation shall have a indefinite term. This Supporter Agreement shall commence on the acceptance date and remain in effect until the earlier of: (i) the dissolutions and winding up of the Foundation; (ii) such time as Supporter elects not to renew its Supporter status as provided in **Section 3**; (iii) such time as Supporter elects to voluntarily withdraw as a Supporter of the Foundation as provided in **Section 6(b)**; and (iv) termination of Supporter's status as a Supporter as provided in **Section 6(c)**.

8.2. Voluntary Withdrawal as Supporter

Upon written notice to the Foundation, taking into account a three (3) month notice period, Supporter shall have the right to withdraw as a Supporter of the Foundation.

8.3. Termination of Membership

Upon the affirmative vote of not less than two-thirds (2/3rd) of the Management Board, the Foundation shall have the right to terminate Supporter's status as a Supporter of the Foundation for cause. The term "for cause" shall mean Supporter's failure to materially comply with its obligations under this Supporter Agreement.

8.4. Survival

Upon expiration or termination of a Supporter's status as a Supporter of the Foundation the following terms shall survive: the **Sections 4 I, 5 and 12** of this Supporter Agreement.

8.5. Consequences

Upon termination of the Supporter's status, the Supporter shall (i) cease the use of the Adopted Trademark and the Current/OS logo, (ii) cease the use of the COS Protocol and COS Intellectual Property Rights (iii) destroy or return all documents or material that contain COS Protocol or COS Intellectual Property Rights.

9. Disclaimer of Warranties

NEITHER PARTY HERETO MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SOFTWARE, DOCUMENTATION, INTERFACES, SAMPLE IMPLEMENTATIONS, SPECIFICATIONS OR ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE TO SUPPORTER, THE FOUNDATION OR ANY OTHER MEMBER OF THE FOUNDATION, OR WITH RESPECT TO ANY STANDARD OR INTERFACE OR SPECIFICATIONS APPROVED, PROMOTED OR ENDORSED BY THE FOUNDATION OR ANY OTHER MEMBER OF THE FOUNDATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY OF THE FOREGOING ITEMS DO NOT INFRINGE OR CONSTITUTE A MISAPPROPRIATION OF THE PROPRIETARY RIGHTS OF ANY THIRD PARTIES. EACH PARTY AGREES THAT ALL SUCH ITEMS

ARE PROVIDED OR MADE AVAILABLE HEREUNDER "AS IS."

10. Limitation of Liability

Except for the indemnity obligations under **Section 11** below, neither Party shall be liable to the other for any indirect, special, exemplary, consequential, special or punitive damages, including without limitation, lost profits even if advised of the possibility of such damages. In addition to the foregoing, with respect to Supporter's participation in the Foundation, the Foundation shall not be liable to Supporter for any direct, indirect, incidental, consequential, special or punitive damages including, without limitation, lost profits, sustained or incurred by Supporter which are not attributable to the actions or inactions of the Foundation under this Supporter Agreement.

11. Indemnification

Supporter shall indemnify, defend and hold harmless the Foundation and its directors, officers, employees, representatives, agents, attorneys, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, suits, proceedings, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Supporter's failure to materially comply with any of its obligations under this Supporter Agreement. The Indemnified Parties promptly shall notify Supporter of any such claims, suits or proceedings and, at Supporter's sole cost and expense, reasonably cooperate with Supporter in the defense of such claims, suits or proceedings. Supporter's cumulative liability pursuant to this **Section 11** shall not exceed the annual contribution as agreed upon in Annex 1. This limitation shall not apply in case of gross misconduct.

12. Notices

Any written notice required or permitted to be delivered pursuant to this Supporter Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the mail, registered or certified mail; and/or (c) by email to Supporter's email address on file, which notice shall be deemed received when sent by the Foundation; provided that in each case addressed to the following:

If to Supporter:

The Contact/Representative at the address
identified in this Supporter Agreement

If to the Foundation:

Stichting Current OS at the address indicated at the website www.cos.foundation or the following
email address: secretary@

or to such other individual or address as may be specified by either Party hereto upon notice given to the other.

13. Binding Nature and Assignment

This Supporter Agreement shall be binding on the Parties and their successors and assigns. Supporter shall not assign or otherwise transfer this Supporter Agreement, or any part hereof, whether by operation of law, change of control (including a merger, exchange of stock or otherwise) or otherwise, without the prior written consent of the Foundation. Any assignment or transfer or attempted assignment or transfer by Supporter in violation of the terms of this **Section 11** shall be null and void and of no force or effect.

14. Counterparts

This Supporter Agreement may be executed in one (1) or more duplicate originals, all of which together shall be deemed one and the same instrument.

15. Severability

If any provision of this Supporter Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of this Supporter Agreement, but this Supporter Agreement shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable.

16. Waiver

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

17. Governing Law

This Supporter Agreement, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this Supporter Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the Netherlands.

18. Relationship of Parties

Nothing set forth in this Supporter Agreement shall be deemed or construed to render the Parties as joint venturers, Supporters or employer and employee.

19. Entire Agreement; Modifications

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

and Supporter. However, any new version of the Supporter Agreement voted by the Management Board will be notified to the Supporter who will be required to accept these new terms, unless the Supporter notifies the Foundation that it does not wish to accept these new terms within one (1) month after the Foundation notification of the new terms of the Supporter Agreement to the Supporter, in which case the Supporter will lose its status as a supporter of the Foundation.

SIGNATURE PAGE

<p>Date: Company: Name: Function:</p> <p>_____</p>	<p>Date: Company: Name: Function:</p> <p>_____</p>
<p>Date: Stichting Current/OS: Name: Function:</p> <p>_____</p>	<p>Date: Stichting Current/OS: Name: Function:</p> <p>_____</p>

Annex I

Specific and additional Rights and Obligations for non-research center

Supporters shall:

- (i) Upon entering into the Supporter Agreement by Supporter and the Foundation and the payment of the appropriate contribution, Supporter shall hold the status of a Supporter of the Foundation for a period of twelve (12) months commencing on the acceptance date.

The Annual Contribution can be found on our website:
<https://currentos.foundation/foundation#fee-structure>.

- (ii) In addition to being listed on the website of the foundation as a Level I Supporter, have the opportunity to be invited to have access to any of the Committees as a contributor and/or as a lead.
- (iii) Have access to specialized fairs and exhibitions.
- (iv) Have the right of use of the Current/OS logo on its website and in any other media it desires to make use of, after approval by the Marketing Committee of the Foundation. The Supporter will remove any communication carrying the the name of the Foundation as well as the Current/OS logo immediately when such is demanded by the same Marketing Committee. As of that same moment the Foundation will stop making use of the name and the logo of the Supporter.
- (v) The Current/OS logo can only be used on technical documentation after approval by a certified Expert. Certified Experts are individuals certified by the Technical Committee of the Foundation for their specific expertise.

The Supporter acknowledges that Supporter status is conferred on an annual basis and that any renewal of participation, or in the case of a special assessment, continuation of participation, is contingent upon payment of the applicable dues. If Supporter fails to pay the applicable annual or special assessment dues when required: (i) Supporter's status in the Foundation will not be renewed in the case of failure to pay the annual dues or will be terminated in the case of failure to pay the specially assessed dues; (ii) Supporter shall be entitled to continue participation only upon re-application to the Foundation; (iii) Supporter waives any notice or process requirements in connection with such non-renewal and/or termination of Supporter.

Annex II

The Current OS Standard relies on COS Protocol. The COS Core Protocol means the parts of the COS Protocol which are related to safety essential requirements and compatibility aspects of the COS Protocol. The Current OS foundation ensure COS Core Intellectual Property Rights availability to product manufacturer.

	COS Protocol	
	COS Core Protocol	Not core COS protocol
safety principles	<ul style="list-style-type: none"> • Definition of the operating voltage ranges and limits. 3 voltage ranges are available around 350V/700V/1400V and new ranges can be added later for instance around 48. • Definition of DC zones according to the risk level and the related protection principles : the tripping criteria for detection of short circuit fault,. • Definition of the current profiles at circuit connection, pre-charge, and disconnection to allow black start and avoid nuisance tripping. • Definition of the safety wire function that safely de-energizes microgrid sections for maintenance purposes. • Grounding system, including corrosion care 	<ul style="list-style-type: none"> • Definition of protection principles for, earth leakage faults, serial arc fault, while ensuring bi-directional selectivity. • Active corrosion protection. • Black start protocol • EMC requirements for all connected devices.
principles of the stability and power management	<ul style="list-style-type: none"> • It specifies the circuits voltage response and voltage dependent prioritization service with either on/off thresholds or linear adjustment of the power use/supply of the circuit. • 	<ul style="list-style-type: none"> • It specifies how to calibrate the devices, how to compensate line losses and voltage drops. • It explains how to influence the loads and sources behavior beyond initial settings.
data model	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • data model (names, format, unit,...) in use in communication networks in between Current OS based products