

**BY-LAWS**  
**OF**  
**INTERNATIONAL ELECTRONICS MANUFACTURING INITIATIVE, INC. (iNEMI)**

**ARTICLE I - NAME, PURPOSE, AND OFFICES**

**1.1 Name**

This corporation shall be known as the International Electronics Manufacturing Initiative, Inc. ("iNEMI").

**1.2 Principal Office**

The principal office of iNEMI shall be established and maintained at the direction of the Board of Directors at a location selected by the Board of Directors. Branch or subordinate offices may at any time be established by the Board of Directors at any place or places.

**1.3 Purposes**

Consistent with the Certificate of Incorporation, iNEMI shall have the authority to exercise all of the powers conferred upon corporations organized as not for profit under the provisions of the General Corporation Law of the State of Delaware (General Corporation Law), provided that the exercise of any such powers shall be in furtherance of any one or more of the exempt purposes of iNEMI set forth in the Certificate of Incorporation.

**1.4 Definitions**

All terms that are defined (in UPPERCASE or Title Case) in the Project Participation Agreement or in the iNEMI Intellectual Property Policy, each of which is referred to hereinafter, shall have the same meaning (regardless of case used) in these iNEMI Bylaws.

**ARTICLE II - iNEMI Members**

**2.1 Classes of Members**

iNEMI shall have two (2) classes of membership defined as: (a) iNEMI Participating Organizations, and (b) iNEMI Affiliated Organizations ("Members").

An "iNEMI Participating Organization" shall be a manufacturing company, which is eligible for membership in iNEMI under Section 2.2 below, and which executes an iNEMI Membership Agreement as an iNEMI Participating Organization, as designated on the signature page of such iNEMI Membership Agreement which entitles such Members to participate in the full scope of iNEMI activities, including projects, roadmapping and planning activities.

An “iNEMI Affiliated Organization” shall be an organization such as a university, government agency, association, national laboratory, etc., which, in the sole determination of the Executive Director, is not a manufacturing company under Section 2.2 below and which executes an iNEMI Membership Agreement as an iNEMI Affiliated Organization, as designated on the signature page of such iNEMI Membership Agreement, which entitles such Members to participate in iNEMI roadmapping and planning activities, and cooperation in iNEMI projects upon request.

To become a member of either class of iNEMI, a company or organization must execute an iNEMI Membership Agreement, including the iNEMI Project Participation Agreement and iNEMI Intellectual Property Policy, under which the Member agrees: (i) to abide by the provisions of these iNEMI Bylaws, (ii) to pay the membership fees levied by the Board of Directors upon that Member’s membership class, (iii) to the terms and conditions of iNEMI’s Project Participation Agreement, under which such Member may participate in joint or cooperative research or development or technical evaluation work in the field electronic equipment or processes.

## 2.2 Eligibility for Membership

Any legally constituted entity (including any corporations, partnerships and proprietorships) shall be eligible to be a Member if such entity supports and will contribute to iNEMI’s mission of global leadership of the electronics manufacturing supply chain, and otherwise meets the requirements set forth below in 2.2 (a), or (b).

### (a) iNEMI Participating Organization

iNEMI membership as a iNEMI Participating Organization is open to all companies or business entities willing to abide by the requirements of these Bylaws and the iNEMI Membership Agreement, and which, in the sole determination of the Executive Director, conduct a significant level of their research, development, engineering, and/or manufacturing activities in the field of electronic equipment, materials, processes, or software.

### (b) iNEMI Affiliated Organization

iNEMI membership as a iNEMI Affiliated Organization is open to all organizations meeting the qualifications set forth in Section 2.1 above as determined by the Executive Director.

### (c) The Board may make exceptions or changes to the membership eligibility set forth herein as it may in its sole determination deem appropriate.

## 2.3 Good Standing

Members of either of the two classes of membership shall be in good standing so long as they:

- (a) Act at all times in accordance with these Bylaws and the Membership Agreement;
- (b) Make payments of all applicable membership fees, required to be made under the Membership Agreement and these Bylaws.
- (c) Continue to meet all other requirements of membership.

## 2.4 Project Participation

- (a) iNEMI Participating Organizations shall be eligible to participate in Projects under the terms of the iNEMI Project Participation Agreement.
- (b) A Project Manager shall be appointed for each Project and shall be responsible for filing any registration that may be appropriate for that Project under the National Cooperative Research and Production Act of 1993 at the appropriate time.
- (c) iNEMI affiliated organizations shall be eligible to cooperate in Projects as defined in Section 3.4 of the iNEMI Project Participation Agreement.

## 2.5 Board Determination

Except as otherwise provided within these Bylaws or Articles of Incorporation, all questions relating to good standing, eligibility for participation, and the rights, responsibilities and privileges of Members in their capacity as such will be determined solely by the Board of Directors.

## 2.6 Privileges of iNEMI Participating Organizations

Each iNEMI Participating Organization in good standing shall be entitled to one seat and one vote on the iNEMI Council ("the Council"), and, except as set forth below, shall be entitled to nominate one individual to serve on the Board of Directors ("the Board"). Nominees to the Board of Directors will be limited to those Members that qualify as iNEMI Participating Organizations as outlined in section 2.2 (a). iNEMI Participating Organizations who are suspended or are not in good standing shall not be allowed to vote on any matter. iNEMI Participating Organizations shall have the opportunity to participate in all iNEMI activities, including Projects and programs, and shall have access to all work products and information resulting from the projects in which they participate, subject to the Project Participation Agreement, incorporating the iNEMI Intellectual Property Policy, and Project Statements.

## 2.7 Privileges of iNEMI Affiliated Organizations

iNEMI Affiliated Organizations are not electronics manufacturing companies and therefore do not meet the normal criteria for iNEMI Participating Organizations (Section 2.2). However, they represent organizations that share a common interest and objectives with iNEMI. Each iNEMI Affiliated Organization in good standing shall have the opportunity to participate in iNEMI roadmapping and planning activities, as well as cooperate with iNEMI project activities, and is entitled to attend iNEMI Council meetings.

## 2.8 Suspension or Termination of Membership

The participation privileges of any Member may be terminated or suspended if the Member no longer meets the conditions of participation described in these Bylaws, becomes insolvent or bankrupt, or dissolves, or merges with (or substantially all of its voting stock or assets is acquired by) an entity that does not meet the conditions of participation described in these Bylaws. In addition, a majority of the Board may terminate or suspend the participation privileges of a Member for good cause including the commission of a felony, or fraud involving iNEMI, committed by a Member, or by the individual representing an iNEMI Participating Organization on the Council or a Board Member nominated by an iNEMI Participating Organization if committed on behalf of that Member, if, but only in accordance with the following procedure:

- (a) The Member is given written notice of the proposed termination or suspension of participation and of the reasons therefore;
- (b) Such written notice is delivered personally or by registered mail sent to the last address of the Member shown on iNEMI's records;
- (c) Such written notice is given at least fifteen (15) days prior to the effective date of the proposed termination or suspension of participation;
- (d) Such written notice sets forth a procedure determined by the Board to decide whether or not the proposed termination or suspension should take place whereby the Member is given the opportunity to be heard by the Board, either orally or in writing, not less than five (5) days before the effective date of the proposed termination or suspension, and;
- (e) The Member has not rectified the basis for the termination or suspension of participation within fifteen (15) days after the giving of such written notice.

Prior to the completion of the aforementioned procedure, the Member shall retain all of the rights pertaining to the Member's participation category, including, if applicable, the right to vote in the election of Directors.

Any termination or suspension of the participation privileges of the Member shall become effective and, in the event of termination, the Member shall no longer enjoy any of the privileges of Membership or, in the event of suspension, the Member shall not enjoy any of the privileges of Membership during the period of suspension.

## 2.9 Resignation of a Member

A Member may withdraw from iNEMI upon twelve (12) months written notice to iNEMI or other such shorter notice as the Board may require. A Member's rights with respect to intellectual property upon withdrawal shall be as set forth in Project Statements that it has executed, per Section 2.7 (c) of the iNEMI Project Participation Agreement, and the applicable terms of the iNEMI Intellectual Property Policy incorporated into the Project Participation Agreement.

## 2.10 Assignment

No MEMBER may assign any or all of its rights and obligations of its Membership without prior written notice to iNEMI and approval from the Board,

## 2.11 Membership Book

The name and address of each Member shall be contained in a Membership Book to be maintained at the principal office of iNEMI. Termination of any participation shall be recorded in the Book together with the date of such termination. The Members shall be responsible for notifying iNEMI of all changes of name and address and such other information as may be required by the General Corporation Law.

## 2.12 Levy of Membership Fees

iNEMI may levy membership fees upon its Members upon the majority approval of the Board of Directors, but a Member, upon receiving notice of any increase in such membership fees, may avoid liability for any such increase by resigning from membership in iNEMI. During the twelve month notice period the resigning member will pay fees at the rate prior to the increase. No

provision of the Certificate of Incorporation or these Bylaws authorizing such membership fees shall, of itself, create such liability.

Membership fees shall be assessed against each class of Member on a calendar year basis. Unless otherwise provided by the Board, the annual membership fees assessed to any class of Member for any calendar year shall be as established by the iNEMI Board of Directors at least sixty (60) calendar days prior to the start of that calendar year. Within forty five (45) days after a Member first executes a Membership Agreement, such Member shall pay as its initial membership fee the prorated portion of the applicable annual fee attributable to the remainder of that first partial year. Thereafter, the applicable membership fee shall be paid in full for each subsequent calendar years.

### 2.13 Termination

- (a) Upon the termination, suspension, or resignation of a Member, a Member shall be entitled to no further benefits of, and shall have no obligations of, participation but shall be entitled to retain the benefits previously received subject to the terms and conditions governing such benefits.
- (b) If an iNEMI Participating Organization is terminated, suspended or voluntarily resigns, then, notwithstanding any other provision of these Bylaws, the representative of such Member on the Council shall resign and, failing such resignation, shall be removed as a representative by a majority vote of the Directors present at any meeting at which a quorum is present.

## ARTICLE III - iNEMI COUNCIL

### 3.1 Powers

The Council shall elect the members of the Board of Directors, and shall have such other powers, if any, specified in these Bylaws, so long as such powers are not expressly limited to the Board by these Bylaws, the Articles of Incorporation, or General Corporate Law.

### 3.2 Composition

Each iNEMI Participating Organization is entitled to name one employee as a representative on the iNEMI Council. Each participating representative on the Council shall have one vote on any matter brought to a vote before the Council. An iNEMI Participating Organization may change or replace its representative at any time upon written notice to the iNEMI Secretariat.

### 3.3 iNEMI Council Meetings

The Council shall meet in regular meetings at times and in locations chosen by the Council.

Special meetings of the Council for any purpose or purposes prescribed in the notice of the meeting, may be called at any time by the Council, the Board, the Chairman of the Board, the Executive Director, or by iNEMI Participating Organization entitled to cast not less than 25% (twenty-five percent) of the votes at the meeting.

Upon request by any person or persons entitled to call a special meeting of the Council, the Chairman of the Board, or the Executive Director shall, within twenty (20) days after receipt of the request, cause notice to be given to the iNEMI Participating Organization that a special meeting will be held at a time fixed by the Council, which shall not be less than thirty (30) nor more than sixty (60) days after receipt of the request.

### 3.4 Notice of Meetings

- (a) Except as otherwise provided herein or required by law, written notice of the place, date, and time of all meetings shall be given to those iNEMI Participating Organization entitled to attend not less than ten (10) nor more than sixty (60) days before the date on which such meeting is to be held. Such notice shall be given either personally or by mail or other means of communication, addressed or delivered to each such iNEMI Participating Organization at the address of such iNEMI Participating Organization appearing on the books of iNEMI, or given by the iNEMI Participating Organization to iNEMI. The notice shall be deemed to have been given upon of the earlier of actual receipt or five (5) days after deposit in the U.S. mail postage pre-paid.
- (b) When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which adjournment is taken: provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.
- (c) An iNEMI Participating Organization may waive notice of any meeting in any manner permitted by law, including without limitation through attendance at such meeting.
- (d) The notice of any annual meeting, special meeting or regular meeting at which Directors are to be elected shall include the names of all those who are nominees at the time the notice is given. Notices of any regular meeting of the Council shall specify those matters which the Board, at the time of the giving of the notice, intends to present for action but, except as provided from time to time by the General Corporation Law, any proper matter may be presented at the meeting for such action provided at least one-half (1/2) of the iNEMI Participating Organizations are in attendance at the meeting. Notices of any special meetings of the Council shall specify the general nature of the business to be transacted at such meeting and no other business may be transacted except as may from time to time be permitted pursuant to the General Corporation Laws.
- (e) All notices shall be sent by or at the direction of the Executive Director, or in the case of the Executive Director's neglect or refusal to act, by any other officer, or by those persons calling the meeting.

### 3.5 Adjournment of Meeting

Any annual, regular or special meeting whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Members present, but in the absence of a quorum, no other business may be transacted at such meeting except as provided in Section 3.6 of these Bylaws.

### 3.6 Voting

Except as otherwise provided in the Certificate of Incorporation or in these Bylaws, each iNEMI Participating Organization shall be entitled to one vote on each matter submitted to a vote of the Council. iNEMI Participating Organizations shall vote through a duly appointed employee representative ("Participating Representative"). A vote may be made orally or by ballot as determined by the presiding officer of the meeting; provided, however, that elections for directors must be by ballot upon demand made by an iNEMI Participating Organization at the meeting and before the voting begins.

### 3.7 Quorum

- (a) Except as may otherwise be required by the General Corporation Law, fifty percent (50%) of the iNEMI Participating Organizations shall constitute a quorum at any meeting. The affirmative vote of a majority of the iNEMI Participating Organizations represented at the meeting and entitled to vote on any matter shall be the act of the iNEMI Participating Organizations, unless otherwise required by the Certificate of Incorporation, the Bylaws, or the General Corporation Law.
- (b) The iNEMI Participating Organizations present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of enough iNEMI Participating Organizations to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the required quorum at such meeting.

### 3.8 Action Without Meeting of Council

Any action required to be taken under the General Corporation Law at any meeting or any action which may be taken at any meeting, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing setting forth the action so taken is signed by the iNEMI Participating Organizations having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all iNEMI Participating Organizations were present and voted. Every written consent shall bear the date of signature of each iNEMI Participating Organization who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered to iNEMI in the manner set forth in this Section, written consents signed by a sufficient number of iNEMI Participating Organizations to take action are delivered to the principal office of iNEMI or to an officer or agent of iNEMI having custody of the book in which proceedings or mailings of iNEMI Participating Organizations are recorded. iNEMI Participating Organizations shall deliver the consent by hand or by certified or registered mail, return receipt requested.

### 3.9 Proxies

iNEMI Participating Organizations may only vote in person, and, except as otherwise permitted by the Board, no iNEMI Participating Organization or Participating Representative may exercise any voting rights by proxy.

### 3.10 Nomination of Directors

The Board shall establish a nominating committee which shall be responsible for nominating persons for election as directors. Each iNEMI Participating Organization in good standing shall be entitled to nominate one individual to serve on the Board.

### 3.11 Order of Business

The order of business at all meetings shall be as determined by the presiding officer, but the order of business to be followed at any meeting at which a quorum is present may be changed by a majority vote of the iNEMI Participating Organizations.

## ARTICLE IV - BOARD OF DIRECTORS

### 4.1 Powers

Subject to the limitations stated in these Bylaws, and the General Corporate Law, the Board of Directors shall have ultimate responsibility for and oversight of the business, operational, and general affairs of iNEMI. Specifically, the Board shall review the performance of all iNEMI projects, establish committees and appoint the chair people thereof, set and determine all budgets and fees, and take any other action which does not conflict with the Certificate of Incorporation, these Bylaws, and the General Corporate Law and the Participation Agreement. The individual Directors shall act only as members of the Board or of duly designated committees thereof, and the individual Directors shall have no power as such.

### 4.2 Number of Directors

The Board of Directors of iNEMI shall initially be comprised of not less than seven (7) Directors or more than (11) Directors to be elected by the Council. Subject to the requirements of section 2.6, at least four (4) of the elected Directors will be representatives of iNEMI Participating Organizations who produce end-manufactured electronic products ("OEM Representatives"); and at least three (3) of the elected Directors will be representatives of iNEMI Participating Organizations who produce components, materials, subassemblies or equipment used in manufacturing electronic products ("Supplier Representatives"). The Board of Directors may increase the number of Directors to be elected by the Council to include additional OEM and Supplier Representatives as well as representatives of iNEMI Participating Organizations representing Electronics Manufacturing Services (EMS) providers and others.

The elected Directors of the Board shall appoint the following four non-voting ex-officio members of the iNEMI Board of Directors: the two (2) Chairs of the iNEMI Technical Committee; the iNEMI Executive Director; and a ranking U.S. Government official representing the electronics industry.

### 4.3 Election and Term of Office

- (a) The elected Directors shall be elected annually by the vote of a majority of the iNEMI Council. The initial election will be for three (3) Directors serving a term of three (3) years, two (2) Directors serving a term of two (2) years, and two (2) Directors serving a term of one (1) year. Subsequent Directors elected will serve for a period of three (3) years except that the

initial terms on members of the Board of Directors in excess of the initial seven (7) Directors may be staggered over three (3), two (2), or one (1) year terms in the Board's discretion.

- (b) A Director shall hold office until the earlier of (i) the expiration of the term for which such Director was elected and such Director's successor is elected and qualified, (ii) the death, resignation, or removal of the Director or (iii) the termination or suspension of the iNEMI Participating Organization which such Director represents.
- (c) The Chairman and Vice Chairman shall be elected by the Board at one of the quarterly Board meetings and shall serve for terms of one year or until their successor(s) are elected

#### 4.4 Resignation

Any Director may resign at any time by giving written notice of such resignation to the Chairman of the Board or the Executive Director. Such resignation shall take effect at the time specified in the notices provided, however, that if the resignation is not to be effective upon receipt of the notice by iNEMI, iNEMI must accept the effective date specified subject to section 4.3 above. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

#### 4.5 Removal

Any or all Directors may be removed by a vote of a majority of the iNEMI Council entitled to vote by action at a meeting of the Council or by written consent; provided, however, that a Director that was nominated by a Council member of an iNEMI Participating Organization shall only be removed without cause if the Council member of the iNEMI Participating Organization that nominated such Director votes in favor of his removal. For purposes of this Section, cause includes the commission by a director of an act of fraud or embezzlement against iNEMI, a conviction of a felony in any state or Federal court (or a guilty plea or a plea of nolo contendere related thereto), or the willful disclosure or unauthorized use of confidential information which has a material adverse effect on iNEMI or any of its Members.

#### 4.6 Vacancies

- (a) A vacancy in the Board shall be deemed to exist in case of the death, resignation or removal of any Director, or if the iNEMI Council declares vacant the position of any Director whose term has expired.
- (b) Further, a vacancy on the Board shall also be deemed to exist in the event that a Director fails to attend, in person, two (2) consecutive face-to-face Meetings of the Board (regardless of whether such Meetings are Regular or Special Meetings under Sections 4.8 and 4.11 of these Bylaws). Such vacancy shall exist at the conclusion of such second consecutive Meeting unless, because of extraordinary circumstances, the Board shall otherwise provide by a majority vote of the Board
- (c) In the event of a vacancy on the Board, the iNEMI Participating Organization that employed the Director whose departure from the Board created the vacancy as well as any Board member, shall be entitled to nominate individuals to fill the vacancy on the Board for the remainder of that vacating Director's term. Such replacement Director shall be elected by a majority vote of the Board.

#### 4.7 Other Regular Meetings

The Board may provide by resolution the time and place for the holding of regular meetings of the Board. No notice of such regular meetings of the Board need be given.

#### 4.8 Special Meetings

Special meetings of the Board shall be held whenever called by the Chairman of the Board, the Executive Director or any three (3) Directors.

#### 4.9 Place and Hour of Meetings

All meetings of the Members shall be held either at the principal office of iNEMI or at such other place within or without the state of Delaware and at such hour as may be designated by the Board in the notice of such meeting or in the waiver of notice thereof

#### 4.10 Telephonic Meetings

Members of the Board may participate in a regular or special meeting through use of conference telephone or similar communications equipment, so long as all members in such meeting can hear one another. Participation in a meeting pursuant to this Section constitutes presence in person at such meeting.

#### 4.11 Notice of Special Meetings

Written notice of the time and place of special meetings of the Board shall be delivered personally to each Director, or sent to each Director by registered mail, telephone or telegraph at least five (5) days prior to the time of the holding of the meeting. Such notice may be given by the Secretary, if such position should exist, or by the person or persons who called said meeting. Such notice need not specify the purpose of the meeting. Notice shall not be necessary if appropriate waivers, consents and/or approvals are filed in accordance with Section 4.12 of these Bylaws.

#### 4.12 Waiver of Notice

Notice of a meeting need not be given to any Director who signs a waiver of notice, or a written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board, or of a committee of Board, need be specified in any such waiver, consent or approval.

#### 4.13 Action Without Meeting

Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

#### 4.14 Quorum

One-third of the total number of Directors shall constitute a quorum.

#### 4.15 Adjournment

Any meeting of the Board, whether or not a quorum is present, may be adjourned to another time and place by the vote of a majority of the Directors present. Notice of the time and place of the adjourned meeting need not be given to absent Directors if said time and place are fixed at the meeting adjourned; provided, however that if the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

#### 4.16 Inspection Rights

Every Director shall have the absolute right at any reasonable time to inspect, copy and make extracts of, in person or by agent or attorney, all books, records and documents of every kind (subject to the discretion of the Board to withhold information that is relevant to any proceeding to terminate or suspend a MEMBER or to remove a Director) and to inspect the physical properties of iNEMI as may be reasonably related to his position as Director; provided, however, that if such books, records, or documents are confidential or contain proprietary data of a MEMBER, such Director may be required by the Board to execute any appropriate non-disclosure agreements.

#### 4.17 Compensation of Directors

Directors shall not receive any salary for their services as Directors. Directors may be reimbursed in such amounts as may be determined from time to time by the Board for expenses paid while acting on behalf of iNEMI or expenses incurred in attending meetings of the Board, so long as such expenses have not been paid by an iNEMI Participating Organization. Nothing herein contained shall be construed to preclude any Director from serving iNEMI in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore.

#### 4.18 Committees

- (a) The Board may appoint committees consisting of Directors and/or non-Directors, as the Board deems advisable, to perform general or special duties pertaining to iNEMI's management, activities, and affairs, provided that the activities and affairs of iNEMI shall be managed, and all corporate powers shall be exercised, under the ultimate direction of the Board and provided further that the committees appointed pursuant to this Section shall not have the authority of the Board.
- (b) Except as otherwise provided in these Bylaws or by resolution of the Board, each committee shall adopt its own rules governing the time and place of holding and the method of calling its meetings and the conduct of its proceedings and shall meet as provided by such rules, and it shall also meet at the call of any member of the committee. Unless otherwise provided by such rules or by resolution of the Board, committee meetings shall be governed by Sections 4.10, 4.11, 4.12, 4.13, 4.14, and 4.17 of these Bylaws.

#### 4.19 Chairman of the Board

The Chairman of the Board shall, if present, preside at all meetings of the Board and the Council.

#### 4.20 Vice Chairman of the Board

The Vice Chairman of the Board shall carry out the duties of the Chairman in the event of absence or unavailability of the Chairman.

### ARTICLE V - OFFICERS

#### 5.1 Officers

The officers of iNEMI shall be (i) the Executive Director and Chief Executive Officer, who also serves as Secretary; and (ii) the Treasurer. iNEMI may also have, at the discretion of the Board, Vice Presidents, a Chief Technical Officer, and other such officers as may be appointed in accordance with the provisions of Section 5.3. One person may hold two or more offices.

#### 5.2 Election and Term

The officers of iNEMI shall be elected by the Board annually and may be removed at any time, with or without cause, by the Board, subject to the rights, if any, of an officer under any contract of employment. Officers need not be chosen from among the Directors.

#### 5.3 Subordinate Officers

The Board may appoint such other subordinate officers as the business of iNEMI may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

#### 5.4 Resignation

Any officer may resign at any time by giving written notice to iNEMI subject to the rights, if any, of iNEMI under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### 5.5 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

## 5.6 Executive Director

The Executive Director shall be responsible for managing the functions of the iNEMI Executive Secretariat, as defined by the Board of Directors, and shall serve as the Secretary of iNEMI; however, such assignment shall at all times be consistent with the purposes and objectives of iNEMI as set forth in the Certificate of Incorporation of iNEMI and these Bylaws.

## 5.7 Secretary

- (a) The Secretary shall keep, or cause to be kept, a book of minutes in written form of the proceedings of the Board, Council and committees. Such minutes shall include all waivers of notice, consents to the holding of meetings, or approvals of the minutes of meetings executed pursuant to these Bylaws or the General Corporation Law. The Secretary shall keep, or cause to be kept, at the principal office, a record of iNEMI's Participants, giving the names and addresses of all Participants.
- (b) The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board required by these Bylaws or by law to be given, and shall cause the seal of iNEMI to be kept in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

## 5.8 Treasurer

The Treasurer shall serve as chief financial officer of iNEMI and shall supervise the preparation of financial statements and the audit of the corporation. The Treasurer shall be responsible for managing the corporation's investments and maintaining iNEMI's bank accounts.

## 5.9 Vice President(s)

The Vice President(s) shall perform such duties as are assigned by the Board or the Executive Director.

# ARTICLE VI - BOOKS AND RECORDS

## 6.1 Books and Records

iNEMI shall keep adequate and correct books and records of account, minutes of the proceedings of the Council, the Board and committees, and a record of the Participants giving their names and addresses and the class of participation held by each.

## 6.2 Form of Records

Minutes must be kept in written form. Other books and records shall be kept either in written form or in any other form capable of being converted into written form. If any record subject to inspection pursuant to the General Corporation Law is not maintained in written form, a request for inspection is not complied with unless and until iNEMI at its expense makes such record available in written form.

### 6.3 Record Date

- (a) The Board may fix, in advance, a time in the future as the record date for the determination of the iNEMI Participating Organizations entitled (i) to notice of or to vote at any Council meeting or any adjournment thereof, (ii) to consent to a corporate action in writing without a meeting, or (iii) to exercise any rights in respect to any other lawful action.

Said record date (i) shall not be more than seventy (70) nor less than twenty (20) days before such meeting, (ii) shall not be more than ten (10) days after the date upon which the resolution fixing the record date for a consent to such corporate action is adopted by the Board, and (iii) shall be not more than seventy (70) days prior to such other action, respectively.

- (b) If no record date is fixed by the Board, the record date shall be fixed in accordance with the General Corporation Law.

## ARTICLE VII - INDEMNIFICATION

### 7.1 Indemnification

- (a) iNEMI shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings whether civil, criminal, administrative, or arbitrate or investigative (other than an action by or in the right of iNEMI) by reason of the fact that such person is or was a director, officer, employee or agent of iNEMI, or is or was serving at the request of iNEMI as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, except in such cases as result in a judgment involving gross negligence or willful misconduct.
- (b) iNEMI shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of iNEMI to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of iNEMI, or is or was serving at the request of iNEMI as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct unless and only to the extent that the court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- (c) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by iNEMI in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount in the event it shall ultimately be determined that such person is not entitled to be indemnified by iNEMI as authorized in this Article.
- (d) iNEMI shall obtain insurance suitable for the provision of the indemnification set forth in this provision.

## ARTICLE VIII - SEAL AND FISCAL YEAR

### 8.1 Seal

The Board may adopt a corporate seal which shall be in the form of a circle and shall bear the full name of iNEMI and the year and state of its incorporation.

### 8.2 Fiscal Year

The fiscal year of the Corporation shall be determined, and may be changed, by resolution or the Board.

## ARTICLE IX - AMENDMENTS

### 9.1 Power of the Board

Except as otherwise provided by the General Corporation Law or by the Certificate of Incorporation, these Bylaws may be adopted, amended, or repealed by the affirmative vote of a majority of the Board.

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