

Internal Rules

HbbTV Association

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1. Preamble

The present Internal Rules are adopted by the Steering Group according to Article 24 of the Articles of Association of HbbTV Association (the "**Association**"). These Internal Rules contain rules and procedures applicable to the operation of the Association and are intended to complement the rules contained in the Articles of Association; they shall at all times be consistent with and subject to the Articles of Association which, in all cases of conflict, shall prevail.

Any changes to this document must be formally approved by the Steering Group in accordance with the applicable provisions of the Articles of Association and with the Voting Rules.

2. Objectives of Association

Within the Purpose of the Association as set forth in Article 2 of the Articles of Association, the objectives of the Association shall be:

- (a) to facilitate consumers' access to the broadband part of the HbbTV service offering independent of consumers' internet service provider;
- (b) to facilitate the harmonization of broadcast and broadband delivery of information and entertainment services to the consumer;
- (c) to enable broadcasters and service providers to offer consumers enriched TV services alongside their TV programs either in (i) broadband mode or in (ii) broadcast mode;
- (d) to enable non-broadcast service providers to offer services (including IPTV services) to consumers over IP networks;
- (e) to enable operators to offer their premium services (e.g. Video on Demand.) to consumers;
- (f) to enable manufacturers to offer consumer friendly access to third party services; and
- (g) to promote compliance with HbbTV specifications by fostering a verification, testing, and

certification program and allowing the use of the Logo(s), if the case may be, on certified products and services only.

The principal focus of the HbbTV Specification shall be securing interoperability between HbbTV receivers and broadcast and broadband services.

3. Definitions

Unless otherwise defined herein, these Internal Rules adopt the definitions contained in the Articles of Association.

4. Steering Group Organization

4.1. Participation

Participation in Steering Group meetings by Steering Group Representatives is defined in section 21 of the Articles of Association.

With the agreement of the Steering Group (either based on Consensus or with the support of a Majority vote), the chairman of the Steering Group meeting may invite Members to join a Steering Group meeting for discussing a particular topic.

4.2. Voting Rules and Quorum conditions

The Voting Rules and the Quorum conditions for the Steering Group voting events are defined in Annex A of the present Internal Rules. The default for decisions not explicitly listed in the table can be found in the last row of the table in Annex A.

4.3. Elections

The Steering Group shall, as provided for by Article 17 of the Articles of Association, determine in accordance with the Voting Rules the detailed manner of electing the Steering Group Representatives. Such proposal and election procedure shall be further detailed in a separate regulation.

5. Steering Group Task Forces

The Steering Group may form one or more task forces to more efficiently work on particular topics ("**Steering Group Task Force**"). Such Steering Group Task Forces may persist or may be temporary and be dissolved once a task has been completed. The Steering Group defines tasks, deliverables and schedules for Steering Group Task Forces and decides if participation will be open to all Members of the Association or limited to Steering Group Members only. The Steering Group may either appoint the chairman and (if needed) vice-chairman for these Steering Group Task Forces or alternatively leave this to be decided in the Steering Group Task Force and confirmed by the Steering Group.

6. Working Groups

6.1. Formation

The formation of a Working Group is initiated by the Steering Group. The Steering Group may prepare draft terms of reference for a new Working Group (for review in the group) or merely define the name in which case the terms of reference are prepared in the group. The terms of reference for a Working Group are subject to Steering Group approval. The chairman and vice-chairman of a Working Group are to be elected by the Working Group according to the voting rules defined in section 6.4 hereunder and have to be approved by the Steering Group according to the Voting Rules defined in Annex A.

The Steering Group may change a Steering Group Task Force into a Working Group or vice-versa.

6.2. Participation

Only Members or representatives¹ of a Member Company may participate in Working Groups. Participants may either be physically present in meetings or participate by means of other real-time ways of communication. In either case, participants have the right to participate in any voting during such meetings.

Working Groups should be open to participation by any HbbTV member or their representative. Exceptions may be made by the Steering Group based on objective criteria (e.g. common membership with another organization, absence of a conflict of interest).

A Member that wants to be represented by a contractor/consultant² in a Working Group shall ensure that its agreement with the contractor/consultant allows for the protection of HbbTV confidential information and that the Member can meet the obligations of the HbbTV IPR policy with respect to any contribution made by the contractor/consultant. The use of a contractor/consultant does not discharge the Members from its full set of obligations as described in the HbbTV Articles of Association.

The Member shall promptly notify the HbbTV Administrator when its relationship with a named contractor/consultant begins and ends. The Administrator, in turn, shall make this information known to the leadership of all Working Groups in a timely manner.

The Member shall make every effort to provide the named contractor/consultant with an email address that belongs to the Member's (or the Associated Company's) email domain for use when accessing the HbbTV member's portal or participating in on-line meetings and email communications. Note that a Member is in any case responsible for the actions of an individual to whom it has assigned such an email address, whether an employee or a contractor/consultant.

If that is not possible, the Member shall provide the HbbTV Administrator with the email address used by the contractor/consultant to allow the individual to use these services. It is the responsibility of the Member to promptly inform the Administrator when such a relationship ends. However, the Administrator is advised to carry out periodic checks, at least yearly, to verify the continuing validity of such a relationship.

6.3. Activity modes

Working Groups may either be in "Active Mode" or "Sleeping Mode".

- Active Mode: during Active Mode a Working Group will have face to face meeting and/or audio or videoconference calls on a regular basis to perform its normal activities.
- Sleeping Mode: if activity of a Working Group enters into a low activity mode but some future activities are foreseen, the Steering Group may allow such Working Group to enter into a Sleeping Mode. In case a Working Group has entered a Sleeping Mode, the chairman of such Working Group reports the expected activity mode for the upcoming 3 months to the Steering Group. The Steering Group will decide each period of 3 months, whether a Working Group will remain in Sleeping Mode or change into Active Mode or will terminate its Working Group activities.

6.4. Voting and Decision Making

Preferably decision making in Working Groups should be made on the basis of Consensus as defined

¹ As defined in the HbbTV Articles of Association, a representative of a Member may belong to an Associated Company. The use of a contractor/consultant employed by a Member is not specifically mentioned in that document but is sometimes a practical necessity, which is the reason for providing these guidelines.

² A contractor/consultant is an individual working for a non-Member but representing a Member company.

in the Articles of Association. If, in spite of all reasonable efforts, Consensus cannot be achieved, decisions shall be made according to Annex D (Voting Rules for Working Groups and Task Forces) hereunder. The Quorum applicable to Working Groups is defined in Annex D.

6.5. Working Group Task Forces

A Working Group may form one or more Working Group Task Forces to more efficiently work on particular topics. Such Working Group Task Force may persist or may be temporary and be dissolved once the task of the Working Group Task Force has been completed.

Special Working Group Task Forces may be formed whose participation is not open to all Members. Participation in any such Special Working Group Task Forces must be based on objective criteria (e.g. common membership with another organization) and formation of any such Special Working Group Task Forces requires prior approval by the Steering Group.

6.6. Invited Guests

Upon written invitation of the chairman of a Working Group, a representative of a company or entity which is not a Member may join meetings of such Working Group, provided that this invitation is

- on the basis of unanimity or a majority vote by the Working Group, **and**
- receives no objections in the Steering Group.

The invited guest may be subject to conditions of participation or restrictions deemed relevant by the Working Group or the Steering Group.

6.7. Working Group meetings

6.7.1 Notice of meetings / Voting Periods

The minimum notice for a face-to-face meeting is 14 calendar days. The minimum notice for an audio- or videoconference call is 7 calendar days except where a phone conference over-runs and all present agree to the discussion being continued at less than 7 calendar days' notice. Notice and draft agenda of the meetings or calls shall be published on the appropriate e-mail reflectors in a timely fashion.

The minimum voting period for electronic vote as per Article 23 para 4 of the Articles of Associations shall be 5 calendar days spanning two different calendar weeks.

6.7.2 Active mode

During Active Mode, an existing Working Group shall have at least one meeting or audio- or video conferencing call every 3 months.

6.7.3 Reporting

All decisions and voting results shall be adequately documented in the meeting minutes. Member attendance to meetings or audio- or video conference calls or electronic votes shall be documented in the meeting minutes. Meeting minutes shall be signed by the chairman and the keeper of the minutes and be distributed within one week from its original event to the members of the respective Working Group and made available to all Members via the members-only website.

6.8. Competition Rules

During meetings, the chairman should make sure that participants adhere to the Competition Rules as defined in Article 30 of the Articles of Association.

At the beginning of each meeting following text on competition compliance shall be read out by the Chair:

"I remind you that many of us represent competing companies and when we meet we must be alert to the requirements of compliance with competition rules. Please let us keep our discussions focused on the approved agenda items and be sure the goal of all our discussions is making a standard which will benefit consumers."

The following text shall appear in the minutes of meetings:

"Many of us represent competing companies. Competition law generally forbids us to coordinate our activity, and enforcement authorities look with distrust on meetings between us that might provide a forum for coordination. An important exception is standardization activity which is allowed to be coordinated because it produces clear benefits for consumers. That is the only reason we are here today. In general, any matter can be safely discussed here if you can clearly answer "yes" to the question "Does this matter I am bringing up concern, or is it likely to lead to creation of a standard with clear benefits for consumers". To provide even more legal security, we have an approved agenda and notes will be kept of our discussions today. I remind you that discussion of prices, volumes, or allocation of particular customers would all be clear violations and are prohibited."

7. Administrator

The Steering Group shall appoint an Administrator as defined by the Articles of Association.

The Administrator shall handle general administrative arrangements for the activities of the Association and shall be responsible for the administration of its financial accounts, as well as any other tasks assigned by the Steering Group.

In particular, the Administrator is responsible for proper handling of the Memberships, including but not limited to:

- Process all new Member requests.
- Handle Membership fees.
- Send invoices to the candidate Members.
- Prepare bank transitions / sign bank transactions.
- Upon request of the Steering Group, terminate a Membership.
- Report changed Memberships to the Steering Group and Treasurer.

The fees, costs and expenses connected with the appointment of and the work carried out by the Administrator shall be funded from the Membership Fee, if any.

8. Treasurer

The Treasurer shall, inter alia, prepare the annual accounts and the annual report for the previous year and the budget for the forthcoming year for the meetings of the Steering Group and seek for approval of both the report and budget by the Steering Group.

The Treasurer prepares the budget for the Steering Group. He is in particular:

- to oversee the draft budget proposal, and providing, with appropriate guidance from the Steering Group, the headline topics to be included in its preparation.
- to make all presentations on budget matters to the Steering Group and General Assembly.
- to coordinate with the Administrator on any budget related matters, including, but not limited to:
 - o verification of accounts presented by the Administrator.
 - o making proposals for modification to the budget to the Steering Group consequently to unforeseen changes in circumstance during the course of a financial year.

The Steering Group shall appoint a Treasurer from among its Steering Group Representatives and the term of a Treasurer shall be two successive years. The Treasurer shall be eligible for re-appointment.

9. Documents

Three (3) types of documents are defined:

- HbbTV Specifications;
- External documents;
- Internal documents.

9.1 HbbTV Specifications

Development of a HbbTV Specification is initiated by the Steering Group who may choose to define a vision or focus for the work. The requirements for the specification shall be defined by a Working Group and approved both by the Working Group which created them as well as by the Steering Group.

The HbbTV Specification shall be developed by a Working Group. HbbTV Specifications need to be approved both by the Working Group which created them and by the Steering Group.

To guide the HbbTV certification process, a Test Specification (i.e. a document that specifies the testing methodologies, the required means and the conditions to perform specified tests that confirm that a product is in compliance with a HbbTV Specification) will be developed by a Task Force and approved both by the Task Force which created it and by the Steering Group.

Change control: Update/changes that materially modify the content of a document, produced by a Working Group or Task Force, that has previously been formally approved by the Steering Group needs new version number and a new approval by the Steering Group. Editorial changes may be handled without version number changes before publication.

9.2 External Documents

These are documents such as white papers, liaisons with other organizations, agreements, presentations and other promotion material. The creation of such documents may be initiated by the Steering Group or a Working Group. They may be created by the Steering Group or a Working Group. In principle, external documents must be approved both by the Working Group which created them and the Steering Group. The Steering Group may waive this requirement, e.g. for trivial and non-controversial updates to existing, already distributed documents or following the establishment of a liaison with another organization.

9.3 Internal Documents

Internal Documents are the documents for internal use only within the Association.

10. Membership

The procedure for joining the Association is described in Article 3 of the Articles of Association. The procedure and remaining obligations when leaving the Association is described in Article 5 of the Articles of Association.

As reinforcement of its willingness to comply with the principles of the Association and with the obligations agreed to towards the other Members, each Member shall execute the Membership Agreement set forth in Annex B.

The following procedure shall apply to the Membership Fee for renewing Members:

1. An Invoice will be sent at least 30 days before the start of the Fiscal Year. With a payment term that ends 30 days after the start of the Fiscal Year ("FY").

2. If no payment has been received at the due date, a reminder is sent (i.e., 30 days after the start of the FY.)
3. If no payment has been received 60 days after that start of the FY, Suspension warning will be sent, noting that a suspension will go into effect with a Suspension Date that is 90 days after the start of the FY, if no payment has been received by that Suspension Date.
4. Unless otherwise decided by the Steering Group, a Member shall be suspended from the Association if it has not paid all of its fees by the Suspension Date. The suspension shall be communicated through a written Suspension Notice, which shall count as "a written notice from the Steering Group identifying the breach and requiring it to be remedied" as called out in Article 5 of the Rules of Association. A Member that is suspended is called a "Suspended Member"
5. A Suspended Member will have its access to Association resources and mailing lists revoked, and shall not be allowed to participate in meetings and voting. For the avoidance of doubt, a Suspended Member shall not be counted towards the Voters when determining quorum.
6. A Suspended Member that pays all of its outstanding Fees will have all its access and rights reinstated.
7. If no payment has been received from a Suspended Member 150 days after the start of the Fiscal Year, the Steering Group may decide to start an Exclusion procedure as described in Article 5 of the Rules of Association for that Suspended Member. Exclusion does not cancel the ex-Member's obligation to pay the outstanding Membership Fee.
8. As a principle, an Expelled Member will only be readmitted as a Member if it pays all fees that it owed when it was excluded, following Article 5 of the Rules of Association which states that "[...] no resignation or exclusion of any Member shall relieve any ex-Member from full payment of any and all dues and other fees remaining unpaid on the date of such resignation or exclusion."

11. Logo Guidelines

The Steering Group shall adopt and revise from time to time the Logo Guidelines which contain the set of rules for the correct use of the Logo by Members and non-members.

12. Commercial requirements

In pursuit of the Purpose of the Association as set out in Article 2 of the Articles of Association, the Commercial Requirements set-forth in Annex C shall be applied whenever reasonable and practical.

13. Licensing Objections

The "**HbbTV Licensing Conditions**" are set out in Article 26 of the Articles of Association which provides for licenses on fair, reasonable and non-discriminatory (FRAND) terms. "**Licensing Objections**" are specific objections raised during the Licensing Review Period of a HbbTV Specification by Members which are not able to grant FRAND licenses. The "**Licensing Review Period**" means the formalized timeframe in which HbbTV Licensing Conditions are reviewed and determined. Each time a HbbTV Specification version is formally revised such licensing review occurs.

The Licensing Objections must be specific enough which means that such objections shall include a short description of the Necessary Claims, the applicable portion(s) of the draft specification they are affecting and brief reasons for the objections to be Necessary Claims. "**Necessary Claims**" are those claims which would necessarily be infringed by implementation of the draft specification and for which the Member is not able to grant a license. A patent claim is "necessarily infringed" only when there is no technically reasonable, non-infringing alternative for implementing such draft specification (or portion thereof) without infringing the relevant patent claim.

Any Licensing Objection that does not contain all of the specific information set forth in paragraph 2 above will be deemed to be invalid.

In the event that one or more Licensing Objections made in line with the requirement of specificity set forth in paragraph 2 above are timely received by the Steering Group within the License Review Period, the Steering Group shall:

1. notify all Members of the fact that it has received such Licensing Objection(s); and
2. designate either the appropriate Working Group or an ad-hoc subcommittee thereof to review and evaluate each Licensing Objection, as well as to develop alternative specifications to the draft specifications and to modify the draft specifications so as to render the Necessary Claims identified in the Licensing Objection not to be Necessary Claims (i.e. such Necessary Claims shall be removed from the draft specification so as to not infringe it).

In the event that the Working Group or ad-hoc subcommittee thereof prepares a modified version of the draft specifications ("**Modified Draft Specifications**"), it shall deliver within a reasonable period of time the Modified Draft Specifications to the Steering Group for approval. The chairman of the Working Group shall, upon the direction of the Steering Group, provide to each Member the Modified Draft Specifications for review by each Member on behalf of itself and its Associated Companies. A Member may raise a Licensing Objection with respect to the Modified Draft Specifications within a renewed License Review Period which shall not be longer than sixty (60) days ("**Renewed Review Period**") and which complies with the requirement of specificity in accordance with paragraph 2 above.

The Renewed Review Period shall commence on the date the chairman of the Working Group provided such Modified Draft Specifications to the Members. Any Licensing Objection during the Renewed Review Period shall be limited to patent claims caused to become Necessary Claims due to the difference between the Modified Draft Specification and the previous draft specifications with respect to which the Member submitted Licensing Objections. The procedure set forth in this section shall be repeated in the event any Licensing Objection is received by the Steering Group during the Renewed Review Period. For the avoidance of doubt nothing in this section is intended to create a duty for a Member to conduct a search of its or any other person's patent portfolio.

14. Liaison with Other Standards Bodies

14.1 General

The Association may enter into liaison or co-operation agreements with other standards bodies ("**Standards Bodies**", and each a "**Standard Body**") as approved by the Steering Group.

14.2 Standardization of Approved HbbTV Specifications

When an Approved HbbTV Specification is being formalized through a Standards Body, Members who are eligible to participate in the relevant technical committee of the Standards Body shall cooperate in good faith. In particular, such Members shall support the adoption of the Approved HbbTV Specification by the Standards Body and not raise concerns during the approval process which have not been previously addressed to the Association (or which have been out-voted by the competent Working Group).

A violation of the obligations under para 1 above may justify the exclusion of the Member as provided under Article 5 para 2 (c) of the Articles of Association.

In accordance with Article 2 para 2 of the Articles of Association, neither of these prevents any Member from also participating in or supporting work in other Standards Bodies which might be viewed as competitive with an HbbTV Specification.

15. Amendments of the Internal Rules

The present Internal Rules may be amended at any time by the Steering Group provided that the necessary Quorum and majority has been reached as per the Voting Rules.

16. Approval of Expenditure / Payment of Invoices

16.1 The Chairman of any working group must discuss amongst with the relevant Working Group members to propose any suitable proposal for expenditure within a previously approved budget. This should include seeking competitive tenders for any work where appropriate.

It is expected that any conflicts of interest are declared within the working group and appropriate measures taken to eliminate influence.

Once the working group agrees with the expenditure, a Request for Approval is sent to the HbbTV Steering Group Chairman & Treasurer of HbbTV for consideration. See clause 16.7 below for guidance.

16.2 The Steering Group Chairman & Treasurer are authorised to approve requests from any working group for expenditure up to €10k that has been budgeted.

Any Working Group, including the Steering Group, should discuss & agree to such requests before submission by the Working Group Chairman. Such expenditure is noted at regular HbbTV Steering Group call / meeting for information.

16.3 Approved expenditure over €10k is informed to all Steering Group members with a comment / recommendation from the Steering Group Chairman / Treasurer. There will be the usual 5 days given for automatic approval or refusal based on the Chairman & Treasurer's recommendation.

16.4 Once any external order is placed after confirmation of approval from the Treasurer, EBU the HbbTV Administrator support will issue a Purchase Order and track any incoming invoices. It is the responsibility of the originator of the expenditure request to inform / confirm to the EBU HbbTV Administrator of "Goods / Services received".

16.5 On receipt of an invoice for payment, and confirmation from the originator of the PO expenditure request for of Goods / Service delivered, the EBU HbbTV Administrator will inform the Steering Group Chairman & Treasurer and will require e-mail confirmations from BOTH Officers before authorising any payment. If the organisation receiving the payment employs either the Chairman or the Treasurer, the Vice-Chairman of the Steering Group shall approve the payment instead of the affected Officer. If either of the Chairman or the Treasurer is unavailable then the Vice-Chairman may approve the payment instead of one of the officers concerned unless the Vice-Chairman is employed by the organisation receiving the payment. If none of the preceding apply then the Steering Group as a whole shall approve the payment according to the voting rules.

16.6 Special Case – Legal Advice

Where legal advice needs to be sought from the Swiss lawyer on any issue, this MUST be done in conjunction with the official HbbTV Association channel contact person (currently Peter MacAvock at EBU) to the Swiss Lawyer. If it is estimated that an individual request for legal advice might require more than approx. 4 hours of legal work, an estimate must be obtained from the lawyer before the work is formally requested. In such case, approval needs to be sought, depending on the expense amount, as for the general procedure described in sections 16.2 or 16.3.

16.7 Guidance to Working Group Chairmen

The "Request for Approval" mentioned above is a free form e-mail request to the Steering Group Chairman and Treasurer, and needs to contain enough background information to justify the necessity for this expense, and include appropriate formal quotations as appropriate.

If there is a potential for payment to HbbTV Members for contribution of resources or materials, the Working Group Chairman should take into account the fundamental principles as stated in the HbbTV Articles of Association, in particular Article 4 – Responsibility of Members, and the clause at the end of Article 7 that states:

"Unless explicitly otherwise set forth in these Articles of association, each Member shall bear its own costs incurred in performing its obligations and responsibilities as a Member in accordance with these

Articles of Association.”

Geneva, October 24, 2023

Vincent Grivet
Président / Chairman

Jon Piesing
Vice Président / Vice-Chair

ANNEX A

Voting Rules for the Steering Group

Decision	Quorum	Required Majority	Amenable to electronic vote
Decision by the Steering group to modify the Internal Rules and/or the Voting Rules in this Annex A	All Steering Group Representatives	Consensus	No
Decision by the Steering Group to request the increase or reduction of the number of Representatives on the Steering Group	All Steering Group Representatives	Qualified Majority	No
Decision by the Steering Group to send notice of material breach to a Member	75% of all Steering Group Representatives	Qualified Majority	No
Decision by the Steering Group to exclude a Member from the Association	75% of all Steering Group Representatives	Qualified Majority	No
Decision by the Steering Group to increase the annual Membership Fee	All Steering Group Representatives	Consensus	No
Decision by the Steering Group to appoint, or recall, the chairman or the vice-chairman	75% of all Steering Group Representatives	Qualified Majority	No
Decision by the Steering Group to approve, and make available to third parties, HbbTV Specifications (including to Standards Bodies for their adoption), Logo Guidelines, and new versions thereof	75% of all Steering Group Representatives	Qualified Majority	No
Decision by the Steering Group to establish or dissolve a Working Group, including its objectives, work procedures, chairman and vice chairman	75% of all Steering Group Representatives	Qualified Majority	Yes
Decision by the Steering Group to publish a press release	75% of all Steering Group Representatives	Consensus	Yes
All other decisions by the Steering Group	75% of all Steering Group Representatives	Majority	Yes unless at least 3 SG members have objected to the electronic vote in the 3 days following the opening of electronic vote and requested that the matter is decided in an SG meeting

ANNEX B

Membership Agreement

DATE: _____ (the "**Joining Date**")

PARTIES:

- (1) The Current Members of the Association; and
- (2) *[Insert name of third-party]* whose registered office is at *[Address]* ("**New Member**")

The purpose of the HbbTV Association (the "**Association**"), as defined in its articles of association (the "**Articles of Association**"), is to develop and promote open (non-proprietary) and non-discriminatory specifications and solutions for hybrid broadcast/broadband and IPTV television systems, based upon existing open and non-discriminatory specifications and standards, with the ultimate public interest objective to allow harmonization of broadcast and broadband delivered entertainment services and consumer equipment.

It is the intention of the Association that it should be open for participation by third-party legal entities which agree with, are committed to and can reasonably demonstrate their ability and willingness to contribute actively and sufficiently to the fulfilment of the Purpose of the Association. A third-party that has been approved under the approval procedures outlined in Article 3 of the Articles of Association, has signed this Membership Agreement and has paid the Membership Fee becomes a Member of the Association.

By signing the terms of this Membership Agreement, the New Member confirms having perfect knowledge of the terms and conditions set forth in the Articles of Association and current Internal Rules of the Association (Annex 1 and 2). The New Member herewith agrees to comply, in particular, with the obligations set forth in the Articles of Association and Internal Rules which benefit the other Members and agrees to exercise the rights that are to its benefit against the other Members in good faith. For the avoidance of doubt, all rights and obligations the Members have against each other as per the Articles of Association and the Internal Rules are deemed restated here and form part of the present Membership Agreement. Such agreement shall reinforce the bilateral rights and obligations of the Members among each other, and shall not create any partnership, joint venture or other similar form of legal relationship among the Members.

This Membership Agreement shall be governed by and construed in accordance with the laws of Switzerland, as if this Agreement were wholly executed and wholly performed within said country, and without reference to the conflict of laws principles thereof.

Any dispute, controversy or claim arising out of or in connection with this Membership Agreement, including its conclusion, validity, binding effect, amendment, breach, termination or rescission shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date when the notice of arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three (3). The seat of the arbitration shall be Geneva and the arbitral proceedings shall be conducted in English. Each party to this Membership Agreement hereby: (i) irrevocably consents to the exclusive jurisdiction of such arbitral tribunal for the resolution of such disputes; (ii) irrevocably waives any objection that it may now or hereafter have to the venue of any such action or proceeding in such arbitral tribunal or to the convenience of conducting or pursuing any action or proceeding in such arbitral tribunal; and (iii) irrevocably waives any right to a trial by jury regarding the resolution of any dispute between the parties hereto arising out of or in connection with this Membership Agreement.

[signature page follows]

Place and date:

Signed for and on behalf of
[New Member]

Signed by the Steering Group for and on behalf
of each of the Current Members of the
Association

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

ANNEX C

Commercial requirements for the HbbTV Specifications

1. There shall be a strong focus on the time to market of the products and services based upon the Association's HbbTV Specification and activities.
2. The HbbTV Specification shall not prevent product differentiation based upon permitting more expensive products where the additional advantages of these more expensive products are readily understandable by consumers.
3. The HbbTV Specification shall readily permit leveraging of existing investment in web technologies.
4. The HbbTV Specification shall readily permit referencing of existing technologies, in particular those of DVB and OIPF.
5. The HbbTV Specification shall not require broadcasters to use Content or Service Protection or for manufacturers to include Content or Service Protection. Content or Service Protection means any technology, generally based on encryption, intended to reserve access to digital content or services to consumers who meet the conditions set by the broadcaster for such access.
6. The HbbTV Specification aims to provide mechanisms to integrate conditional access and content protection solutions for entertainment services, with the aim to achieve flexibility, interoperability and to avoid lock-in situations without favouring any specific CAS or DRM. HbbTV is and will remain CAS- and DRM-agnostic.
7. The HbbTV Specification shall enable video and content provision from the broadband connection including both over-the-top and IPTV delivery.
8. Broadcasters shall have control over the integrity of the presentation of their content on the screen.
9. The HbbTV Specification shall provide the opportunity for manufacturers of conformant equipment to create additional revenue opportunities (i.e. in addition to the basic retail sale revenues) through the provision of a "portal option".
10. The HbbTV Specification shall minimize the quantity and impact of optional items, especially where this adds cost to either terminal devices or the creation of content and services. This especially applies to situations where a terminal device might implement one of two features, leading to costs in the creation of content and services because both such optional features need to be considered.
11. The HbbTV Specification shall mainly address features intended to enable a horizontal retail market for receivers
12. Country specific variations required by or of the HbbTV Specification shall be minimized. In particular the union of the country-specific requirements for terminal devices should be minimized.
13. The HbbTV Specification shall be sufficiently complete that it can be adopted by countries or markets without requiring further profiling or the creation of a country specific specification.
14. Adoption of derivatives or variants of the HbbTV Specification for non-DVB or non-European markets shall be encouraged where realistic commercial opportunity exists.

Annex D

Voting rules for Working Groups and Task Forces

Voting may be conducted either in a meeting or by electronic mechanisms outside of a meeting:

- Only Members participating in a Working Group or Task Force and that have not been absent in the respective preceding consecutive two Working Group or Task Force meetings shall have voting right (hereinafter in this Annex D such Members are referred to as collectively "**Voters**" and severally, a "**Voter**").
- The Quorum for a voting is constituted if more than 50% of all Voters are present (in person, by proxy or if possible by telephone, video conference or other electronic means) at the voting. For the avoidance of doubt, the Voters that have sent a notice of absence to the Working Group or Task Force chairman before the voting are not counted as present Voters.
- Each Voter attending at a Working Group/Task Force meeting shall cast a vote as "Agree", "Disagree", "Abstain" or "Follow the Majority".
- The number of "Abstain" votes will not be included in the number of votes cast in a voting procedure ("**Effective Votes**").
- If one-third or more of the Voters attending at a voting have voted "Abstain", then the voted proposal shall be rejected.
- "Follow the Majority" vote shall mean an affirmative vote to support "Agree" or "Disagree" whichever obtains larger number of votes.
- A voted proposal is approved if at least 66.7% of the Effective Votes are "Agree" and/or "Follow the Majority"; provided that (1) if the number of the Effective Votes for "Agree" equals the number of the Effective Votes for "Disagree" and such number is less than 25% of the Effective Votes, or (2) if all the Effective Votes are for "Follow the Majority", the voted proposal shall not be deemed approved and can be further discussed.