

**MEMBERSHIP RULES AND QUALIFICATIONS
OF THE SOI INDUSTRY CONSORTIUM, INC.**

These are the rules and qualifications for Membership in the SOI Industry Consortium, Inc. (the "Consortium"). Each Member shall be admitted subject to these rules. Capitalized terms not defined herein shall have the meaning set forth in the By-laws of the Consortium.

1. **Name and Purposes.** These rules and qualification for Membership in the Consortium shall be known as the "**Rules**". The Consortium's purposes shall be as provided in its By-Laws, and shall include advancing the development of and knowledge relating to the SOI Industry as defined in the By-Laws of the Consortium.

2. **Classes of Membership:** The Classes of Membership shall be as set out below.

a. **Full Members:**

i. **Rights and Privileges.** Full Members shall have rights under the By-Laws of the Consortium to participate in the election of Directors, including having individuals associated with such Member be eligible for election to the Board of Directors. Each Member shall be entitled to assign a representative to as many Committees as it chooses. Those Full Members in good standing who joined the Consortium as Full Members prior to September 24, 2007 shall be "Charter Members" and have the additional rights set forth in the By-laws and these Rules.

ii. **Dues.** Each Full Member shall pay dues of thirty five thousand United States Dollars (US\$35,000.00) annually for companies which annual revenues are below 1 Billion US\$ or fifty thousand United States Dollars (US\$50,000.00) annually for companies which annual revenues exceeds 1 Billion US\$, which shall cover the Member's Membership. Dues shall cover a full fiscal year of the Consortium, and may, at the discretion of the Chair, be pro-rated for a partial year.

Each Full Member undertakes to publicly disclose at least once per Membership year its endorsement in the Consortium

iii. **Qualifications.** All Full Members shall be corporations or other entities that participate in the SOI Industry as defined in the By-Laws

b. **Technical Members:**

i. **Rights and Privileges.** Technical Members shall participate in the meetings of the Committee that they will choose for one year period minimum. They shall have the right to vote in such Committee but shall have no voting rights concerning the election of Directors including having individuals associated with such Member be eligible for election to the Board of Directors.

ii. **Dues.** Each Technical Member shall pay dues of fifteen thousand United States dollars (US\$15,000) annually. Dues shall cover a full fiscal year of the Consortium, and may, at the discretion of the Chair, be pro-rated for a partial year.

iii. **Qualifications.** All Technical Members shall be corporations or other entities, which participate in the SOI Industry as defined in the By-Laws and which have not decided to join as Full Members.

c. **Access Members:**

i. **Rights and Privileges.** Access Members shall have no voting rights and no rights to participate in any Committee. Access Members shall be entitled to receive selected information released by the Consortium to all Members and to attend annual membership meetings, as determined by the Chair.

ii. **Dues.** Each Access Member shall pay dues of five thousands United States dollars (US\$5,000) annually. Dues shall cover a full fiscal year of the Consortium, and may, at the discretion of the Chair, be pro-rated for a partial year.

iii. **Qualifications.** All Access Members shall be corporations or other entities, which participate or have an interest in the SOI Industry as defined in the By-laws.

d **Academic Members:**

i. **Rights and Privileges.** Academic Members shall have no voting rights and no rights to participate in any Committee. Academic Members shall be entitled to receive selected information released by the Consortium to all Members and to attend annual membership meetings, as determined by the Chair.

ii. **Dues.** All Academic Members shall be required to share any SOI related published reports or papers with all Members in lieu of dues.

iii. **Qualifications.** Academic Members shall be individuals or employed at an accredited college or university with research related to the SOI Industry.

e **Change of Class of Membership** At least thirty (30) days before the end of each fiscal year, each Member shall decide at its sole discretion and according to the present Rules to change its class of Membership. The Member deciding so shall inform the Board accordingly by registered letter.

3 **Selection of Members; Resignation:** In the event of any issue as to qualification for Membership, the Board of Directors or its designee shall determine whether or not any company meets the qualifications set forth in Section 2. Membership shall be open to any qualifying company, subject to payment of required dues, provided that the Member declares to join the Consortium, pay the fee, act for the purposes of the Consortium (see Purpose in By-Laws) and respect the Rules. A Member may resign at will at any time, as provided in the By-Laws.

4. **Committees.**

a. **Membership.** Each Full Member, upon payment of the appropriate dues, shall be entitled to join any Committee it shall choose, and may, also become an adjunct member of other Committees. Adjunct members of a Committee shall not have a vote on that Committee, but shall be entitled to participate in all other activities of that Committee. Technical Member shall choose one Committee and shall vote in the conditions of

section 2b. The Committees shall be established by the By-Laws or the Board of Directors, acting from time to time. Members may change their Committee selection and representatives once per year. Members may resign from a Committee at any time, and any Member who resigns as a Member shall be deemed to resign from all Committees by virtue of such resignation.

b. Meetings, Rules. The individuals selected as the representatives of a Committee shall elect a Committee Leader and a Deputy, annually. Each Committee shall present an update to the Board of Directors at least once a year upon mutual agreement of the Committee Members. Rules for calling Committee meetings, for running Committee meetings, and for other matters relating to the Committees may be established by Leader of the Committee (provided that any rule established by the Leader of the Committee shall not be inconsistent with rules established by the Board of Directors). All expenditures recommended by a Committee are subject to approval by the Executive Director of the Consortium.

5. **Voting.** All matters on which the Members have a vote shall be decided by a majority of the Members voting on such matter. Voting may occur at a meeting called for the purpose on at least ten (10) calendar days written notice or by written ballot. If voting occurs at a meeting, arrangements shall be made for telephonic participation in such meeting. Where voting occurs by written ballot, all Members shall have at least ten (10) calendar days in which to cast their ballot.

6. **Liaisons.** Each Member shall appoint a liaison to the Consortium. Such liaison shall be responsible for representing the Member in any vote, for identifying and coordinating the individuals whom such Member will have participate in activities of the Consortium, and for all other communications between Member and the Consortium. Notice of any change in these Rules or of any vote, or for any other matter for which notice is required, shall be accomplished by delivery to the liaison (and shall be deemed to occur at the time of delivery in hand or by electronic means or, if mailed, on the second day following the deposit of such mail for delivery with a major national or international carrier).

7. **Obligations of Confidentiality.**

Information provided at meetings of the Consortium shall not be treated as confidential unless specifically agreed by the participants prior to a meeting in a written confidentiality agreement. Nonetheless, in the event a meeting is held at which one or more Members intend to discuss confidential information, the Consortium may from time to time require Members who wish to participate in such discussions or have access to such information to enter into a written confidentiality agreement (or any other agreement providing for confidential information protection) as a condition of such Members obtaining access to confidential information or participating in meetings where confidential information will be discussed. Such information and access shall be available to, but not required to be accepted by, all Members on the terms set forth in such confidentiality agreement (or any other agreement providing for confidential information protection) or as otherwise mutually agreed by Members. The Consortium may from time to time condition provision of confidential information on the execution of a confidentiality agreement (or any other agreement providing for confidential information protection).

8. **Intellectual Property Rights.** The Consortium shall have no rights or interest in the intellectual property of any Member, and no Member shall gain any right or interest in the intellectual property of any Member through participation in the Consortium. Each Member in good standing shall have the privilege to use the Consortium logo to identify itself as a Member

hereof, provided that the Consortium logo shall always be used in the manner specified by the Consortium (and any rules for the manner of use promulgated by the Consortium shall be treated as a part of these Rules).

9. **No Restriction of Member Activities.** Nothing in these Rules shall be deemed to restrict any Member's ability to enter into any sponsored research, licensing or other agreement with any other person, including the Consortium, other Members, or non-Members.

10. **Member Conduct and Member Removal.** The Board, upon a majority vote of all Board members, shall have the authority to remove from Membership any Member who (i) fails to comply with these Membership Rules, the Consortium's Bylaws, as defined below, or any license or other written agreement between the Consortium and such Member; or (ii) is convicted of, or pleads guilty or no contest to, a felony charge or the entry of a consent decree with any court, tribunal or governmental body. All Members shall abide by all applicable laws in participating in meetings and activities of the Consortium, including but not limited to all anti-trust laws.

11. **Interpretation.** These Rules shall be interpreted and applied by the Board. All decisions of the Board with respect to the interpretation and application of these Rules shall be final.

12. **Amendment:** The Rules are subject to amendment by the Board. The Board may add additional classes of Membership from time to time, and may provide such classes with any rights, including voting rights, that the Board determines appropriate. All changes to the Rules shall be prospective, and shall take effect only upon notification of all Full Members. Any change which increases the annual dues due from any class of Members or which eliminates the voting rights of any Class of Members shall not take effect during the then-current fiscal year, unless two-thirds of the Members of that Class of Members agrees to the change. If any such increase is approved, any Member shall have the option of becoming a Technical or Access Member and receiving a pro rata refund of any excess dues paid for the remainder of the year.

13. **Choice of Law and Jurisdiction.** All issues arising out of or relating to Membership in the Consortium shall be governed by the laws of The Commonwealth of Massachusetts, without giving effect to its conflicts of laws provisions. All parties agree that any dispute relating to Membership in the Consortium shall be brought in the state or federal courts having jurisdiction in Boston, Massachusetts, and submit to the jurisdiction thereof.