

Remarks

This is a translation of the 3D Consortium Statute which was originally written in Japanese, and has been translated to the English language. The accuracy of this translation is not warranted. This translation is only for helping you understand the provisions of the original version of Consortium Statute. Please note that you are bound by the original version of the Consortium Agreement as written in the Japanese language.

3D Consortium Statute

Chapter 1: General

Article 1 (Name)

The name of this consortium is “3D Consortium”. “3D Consortium” may hereinafter be referred to as “Consortium” in this document.

Article 2 (Purpose of the Consortium)

This Consortium is a not for profit organization. The purpose of the Consortium is to contribute to the expansion of input/output devices which can express three dimensional images by using the principle of stereoscope (hereinafter referred to as “3D”) , the acceleration of expansion of 3D contents, the improvement in distribution of 3D contents, and to contribute to the development and growth of 3D market.

Article 3 (Activities)

The Consortium shall be active in the following areas to accomplish the purpose stated in the preceding articles.

- (1) Examination, selection and propagation of a recommended standard and specifications required for mutual use of 3D input/output devices.
- (2) Promotion activities for development, distribution and mutual use of 3D contents.
- (3) Study and evangelism of 3D guidelines (safety guidelines etc.).
- (4) Activities necessary to accomplish the purpose of Consortium, other than those listed above.

Article 4 (Secretariat)

1. Consortium has Secretariat.
2. Secretariat will do administrative jobs, such as receiving applications for registration and withdrawal and communication with Consortium members.
3. Secretariat office is located in Digital Directors Inc. (in Chiyoda-ku, Tokyo).

Chapter 2: Membership

Article 5 (Membership classification)

This Consortium consists of Steering members, Standard members and Associates members.

Steering member: A Steering member is a profit-making corporation who takes part in the Steering Committee meetings and is responsible for driving the Consortium activities.

Standard member: A Standard member is a profit-making corporation who participates in activities of the Consortium and is allowed to participate in sub-committee meetings.

Associates member: An Associates member is a non-profit making organization, an industry organization, other organizations similar to them or academic experts, who consent to the purpose and activities of the Consortium, aiming at acquisition of information, such as the results of the Consortium activities. To be an Associates member, approval from Steering Committee meeting is required.

Article 6 (Constituent)

A regular member is a corporation or a group who was approved the enrollment application by the Steering Committee meeting, with intent to support Consortium's activities. A Steering member is elected from Standard members in accordance with the sections 2 and 3 of Article 12 (Steering member).

(A board member and a regular member are hereafter called a "Constituent ", collectively.)

Article 7 (Rights and duties of a Constituent and an Associates member)

Each member shall have one voting right which can be executed at the General Assembly of the Consortium and may participate in activities of each section of the Consortium.

1. Members and associate members shall pay annual membership fee stipulated in Article 9 (Annual membership fee).
2. Members are entitled to provision of information concerning outcomes of activities of the Consortium.
3. According to the conditions specified by the Board of Executive Companies, associate members may participate in the activities of each section of the Consortium and may receive information about outcomes of activities of the Consortium. However, associate members are not entitled to a voting right.
4. Members and associate members shall adhere to this Agreement and decisions by the General Assembly and the Board of Executive Companies.

Article 8 (Activity Result, Intellectual property rights and Confidentiality)

1. The results of the Consortium's activities will be open to public, not only to the Constituents and the Associates member, in principle.
2. Authorization and publication of the results obtained by and through the activities of the Consortium shall be approved by Steering Committee.
3. With respect to the intellectual property rights concerning the resulting activities of the Consortium, the Constituent and the Associates members who contributed to the result will discuss and determine how to handle the intellectual property rights each time and notify it to the Steering Committee meeting.
4. The Consortium shall not become involved in the intellectual property rights other than those mentioned in the previous clause.
5. All the information provided by a Constituent and an Associates member for the activities of Consortium are treated as public domain. Notwithstanding the above, no information disclosed under the confidentiality agreement concluded separately shall be treated as public domain.
6. Use of the results of the Consortium's activities is at the user's risk and responsibility, and Consortium is not responsible for any damages incurred to the user and/or a third party as a result of its use.

Article 9 (Annual fee)

1. The Constituent shall pay the Consortium an annual membership fee to cover the expenses required in management and other activities of the Consortium.
2. Annual membership fee for the Steering member is five hundred thousand Japanese Yen (¥500,000) and the annual membership fee for a Standard member is two hundred and forty thousand Japanese Yen (¥240,000).
3. Annual membership fee for associate members shall be six thousand Japanese Yen (¥6,000).
4. The Annual membership fee shall be paid in one payment by the end of March every year.
5. A new Constituent who registers with the Consortium after a fiscal year has started shall also pay the full amount of the annual fee for the said year, within one month from their admission to the Consortium.
6. The annual membership fee which has been paid to the Consortium is not refundable under any circumstances.

Article 10 (Withdrawal)

When a Constituent or an Associates member intends to withdraw from the Consortium, it shall make a written notice to the secretariat beforehand. In the event where a dismissal or bankruptcy occurs to a Constituent or an Associates member, it is considered that such Constituent or Associates member has withdrawn from the Consortium. However, only when such a dismissal of a member is for the reason of merger and acquisition or similar to it, and

when the Steering Committee meeting approves it, the rights and duties described in this statute can be transferred to its successor corporation.

Article 11 (Dismissal of members)

1. If any of the following situation occurs to a Constituent or an Associates member, the Consortium may dismiss the member by the resolution of Steering Committee meeting;
 - i). Payment of the annual membership fee is overdue by 2 months or more, or
 - ii). An action that damages the Consortium's reputation or is significantly counter to the purpose of the Consortium is taken by a Constituent or an Associates member, or
 - iii). A Breach of the Article 7 (Rights and duties of a Constituent and an Associates member) or the proviso of the Section 5 of Article 8 (Confidentiality) herein is observed.
2. When a member is going to be dismissed by the preceding clause, Steering Committee meeting shall notify the member concerned, and shall make a hearing at the Steering Committee meeting before the final decision.

Chapter 3: Steering Committee

Article 12 (Steering Committee)

1. The Consortium shall have a Steering Committee.
2. The Steering Committee of the Consortium is composed of Chairman, Vice Chairman and Steering members, as set out in Article 13. At the time of Consortium's establishment, the founding companies (ITOCHU Corporation, NTT DATA Corporation, SANYO Electric Co., Ltd., SHARP Corporation, and Sony Corporation) are appointed as Steering members.
3. Steering members other than stated in the previous clause can be newly appointed by the approval of the Steering Committee.
4. The Steering Committee, in addition to the particulars in this Statute, carries out the matters decided at a general meeting, deliberates the matters to be brought up at a general meeting, and resolves other important matters that do not require resolution at a general meeting.
5. The Steering Committee meeting is held as the need arises. The Chairman convenes the meeting.
6. The Steering Committee meeting can be substituted by electronic means such as e-mail.
7. The Steering Committee meeting shall be held, when the Chairman confirms the necessity, or when there is a request from one third or more of the Steering members.
8. Those who admitted by the Chairman will be allowed to attend a Steering Committee meeting.
9. Steering Committee is able to ask sub-committee of the Consortium to discuss any issues, if necessary.

Article 13 (Chairman, Vice Chairmen and Auditor)

1. One Chairman, a few Vice Chairmen and one Auditor are appointed.
2. A Chairman and an Auditor are selected from the Steering members by the vote of Steering Committee.
3. The Chairman shall nominate a few Vice Chairmen on a necessary basis. Based on the nomination, Steering Committee shall assign Vice Chairmen.
4. Based on this article, the Chairman, Vice Chairmen, and Auditor (hereinafter referred to as "Officers" collectively) shall be assigned by the resolution of Steering Committee meeting, and shall be approved at the general meeting.
5. Each Officer shall be assigned from different member of Steering members.
6. The Chairman and Vice Chairmen may have other duties concurrently.

Article 14 (Officer's duties)

1. The Chairman representing the Consortium, superintends a Steering Committee meeting and a general meeting, and executes activities of this Consortium.
2. The Auditor audits the income and expenditure of the Consortium, and reports the audit result to the general meeting.
3. The Vice Chairman assists the Chairman and executes the chairman's duties by proxy at the time of the Chairman's absence.

Article 15 (Quorum)

1. A half or more than a half of the total number of the Steering Committee shall constitute a quorum for a Steering Committee meeting.
2. A Steering Committee meeting held based on the section 6 of Article 12 (Steering Committee) herein has the same quorum as outlined in the preceding section.

Article 16 (Resolution)

1. A resolution at the Steering Committee meetings shall pass by a majority of affirmative votes from members attending the meeting. In the case of a tie, it is regarded as a rejection.
2. A resolution at the Steering Committee meetings held based on the section 6 of Article 12 (Steering Committee) herein is carried out as outlined in the preceding clause.

Article 17 (Voting rights)

Each Steering member has one vote at a Steering Committee meeting.

Article 18 (Minutes of Steering Committee meeting)

Regarding to the proceedings of Steering Committee meetings, minutes of the meeting covering the following items shall be created, and this shall be kept within the duration of the Consortium

by the management secretariat.

- (1) Time and place of the meeting.
- (2) Number of attendants, name of attendants, and representative's name who attend the meeting.
- (3) Resolutions
- (4) Outline of discussion.

Article 19 (Remuneration)

Officers shall not receive any remuneration.

Article 20 (Term of Officer)

1. The term of Officers is commencing from their appointment and will expire at the next annual general meeting. However, reappointment is not forbidden.
2. The term of Officers elected as substitute for an officer who resigned before the completion of his term or as an additional officer or a supplement officer shall be the same as his predecessor's or the other incumbent officer's remaining term, despite the preceding clause.
3. Officers shall continue taking their duties, even after their resignation or expiration of the term of office, until their successors are assigned.

Article 21 (Dismissal of Officers)

1. If an Officer is regarded in a state listed in any of the following, the Steering Committee can dismiss the said Officer by a majority of votes of Steering members, despite Article 16 (Resolution) herein.
 - i. The Officer is not able to execute his duties due to mental disease, physical injury, change of occupation, etc.
 - ii. The Officer behaves in unacceptable manner such as being in breach of his duties.
2. In the case that the Officer is dismissed in accordance with the sub section ii) of the preceding section, the section 2 of Article 11 (Dismissal of members) shall be applied.

Chapter 4: General meeting

Article 22 (Classification)

A general meeting is constituted by Chairman, Vice Chairman, Auditor, and Constituents that are defined in Article 13. A general meeting is distinguished into an annual general meeting and an extraordinary general meeting.

Article 23 (Annual general meeting)

1. An annual general meeting is held once a year within 75 days after the fiscal year ends.

2. Organization of general meetings may be substituted in writing or by electronic methods including emails.
3. At the annual general meeting, the Steering Committee shall report the results of the activities and the budget execution in the preceding year of the Consortium, and shall receive the approval for the activity plan and budget for the present fiscal year from the annual general meeting.
4. The following issues shall be concluded, by the resolution at the general meeting following the proposal made by Steering Committee.
 - (1) Amendment of this Statute
 - (2) Continuation of the Consortium
 - (3) Dissolution of this Consortium and the disposition of residual property
 - (4) Any other issues recognized as important by Steering Committee

Article 24 (Extraordinary general meeting)

Extraordinary general meetings shall be organized in the following cases and may be substituted in writing or by electronic methods including emails.

- (1) When it is required by Steering Committee
- (2) When there is a request to hold a meeting from one-fifth (1/5) or more of the Constituents.

Article 25 (Chairperson)

As for the chairperson of a general meeting, the Chairman undertakes the duties.

Article 26 (Quorum for general meetings)

A half or more than a half of the total number of the Constituents (including a power of attorney) shall constitute a quorum for a general meeting.

Article 27 (Resolution)

A resolution at a general meeting shall pass by a majority of affirmative votes from Constituents attending the meeting. In the case of a tie, it is regarded as a rejection.

Article 28 (Voting rights)

Each Constituent has one voting right at a general meeting.

Article 29 (Minutes of General meeting)

Regarding to the proceedings of a general meeting, minutes of the meeting covering the following items shall be created, and this shall be kept within the duration of the Consortium by the management secretariat.

- (1) Time and place of a meeting.
- (2) Current number of Constituents

- (3) Number of attendants, name of attendants, and representative's name of Constituent who attends the meeting.
- (4) Resolution
- (5) Outline of discussion

Chapter 5: Sub-committee

Article 30 (Sub-committee)

This Consortium establishes Sub-committee(s) and carries out its activities through them.

Article 31 (Participation to Sub-committee activity)

1. A Constituent and an Associates member can take part in Sub-committee activity in accordance with Article 7 (Rights and duties of Constituent s and Associates members) herein.
2. A Constituent is allowed to take part in two or more Sub-committees.

Article 32 (Establishment of New Sub-committee)

Establishment of a new Sub-committee requires the presentation of the purpose of the Sub-committee activity and the claim to the Chairman, by the Constituent who proposes it, and the resolution by the Steering Committee meeting.

Article 33 (Chairperson of Sub-committee)

1. Each Sub-committee shall assign a chairperson.
2. A chairperson of each Sub-committee is selected from the Constituents of each Sub-committee by Chairman of Consortium, and is approved by the resolution of a board of directors meeting.
3. The chairperson of each Sub-committee shall be assigned from a different Constituent, respectively.

Chapter 6: Property and accounts

Article 34 (Composition of property)

The property of Consortium is constituted as follows.

- (1) Annual Fee
- (2) Property which is donated after Consortium' s establishment
- (3) Income produced from properties.
- (4) Income generated from Consortium' s activities

(5) Other incomes.

Article 35 (Asset-management)

The Chairman manages the property of Consortium in accordance with the resolution of the Steering Committee. However, the donated property, its usage or management method has been specified and shall be used or managed by following the specification.

Article 36 (Payment of cost)

The cost of Consortium is paid from assets.

Article 37 (Activity plan and income and expenditure budget)

The activity plan and an income and expenditure budget of Consortium shall be prepared by Chairman before a fiscal year starts and these shall be approved by resolution at the annual general meeting held in the said fiscal year following the resolution of Steering Committee meeting.

Article 38 (Activity report and settlement of accounts)

The activity report, the settlement of accounts, and the table of general inventory of Consortium shall be prepared by the Chairman, immediately after the fiscal year ends and without delay, and shall be approved by the resolution of the annual general meeting, which is held within 75 days after the fiscal year ends, following the Auditor's report and the resolution at the Steering Committee meeting.

Article 39 (Special account)

If necessary, the Consortium shall set up a special account provided that the Steering Committee approves it.

Article 40 (Disposition of Surplus Funds)

If there are surplus funds as the result of the settlement of accounts of the Consortium, the whole or a part of the surplus can be carried over to the next fiscal year, or laid aside after obtaining the approval of the general meeting.

Article 41 (Fiscal year)

The fiscal year of Consortium commences on January 1st and ends on December 31st each year. However, the first fiscal year of Consortium commences from the opening day of the general meeting of its foundation.

Article 42 (Amendment of Statutes)

In accordance with the section 3 of Article 23 (Annual general meeting) herein, the Statutes can be amended and modified by the resolution of the general meeting.

Article 43 (Duration and continuation)

The duration of Consortium is two (2) years. However, on condition that there is an approval of a general meeting in accordance with the section 3 of Article 23 (Annual general meeting) herein, the duration of the Consortium can be continued.

Article 44 (Dissolution)

The Consortium shall be dissolved by the approval of general meeting in accordance with the section 3 of Article 23 (Annual general meeting) herein, after accomplishing the purpose of Consortium stated in Article 2.

Article 45 (Disposition of residual property)

1. In case of dissolution of the Consortium, the residual property, if any, shall be contributed to other corporations or organizations that have a similar purpose to the Consortium after the procedure stated in the preceding article.
2. Issues stated in the preceding article shall be determined by the approval of general meeting in accordance with the section 3 of Article 23 (Annual general meeting) herein.

Chapter 8: Supplementary rules

Article 46 (Detailed regulations for implementation)

Further to this Statute, issues necessary observe this Statute and shall be determined by Chairman after obtaining the approval of the Steering Committee.

Article 47 (Applicable law)

This Statute shall be construed and governed by the laws of Japan.

Enacted on 12 February 2003
Amended on 20 February 2009
Amended on 19 February 2010