

INTERWORK ALLIANCE, INC.

PRINCIPAL MEMBER

MEMBERSHIP AGREEMENT

This PRINCIPAL MEMBER MEMBERSHIP AGREEMENT (“**Agreement**”), is made and entered into by and between InterWork Alliance, Inc., a Delaware nonprofit nonstock corporation (the “**Corporation**”) and the Principal Member identified in the signature block below (“**Member**”). This Membership Agreement shall be effective as of the date last signed below.

RECITALS

A. The Corporation has been organized as a trade association designed to promote the common business interests of enterprises and other organizations desiring to further the development of multi-party business and technical protocols for business to business and business to consumer usage, foster the development of standards, technical specifications, source code, certification, white papers, best practices and related activities, and define and develop tokens, token concepts, token definitions, multi-party agreements, policy, and contracts as well as common data schemas for shared data use cases, terminology, specifications, multi-party related technologies and token taxonomy framework.

B. Member desires to become a Principal Member of the Corporation upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

SECTION 1 Nonprofit Corporation

Member understands and acknowledges that the Corporation has been organized as a nonprofit corporation and that all amounts paid by or on behalf of Member to Corporation will constitute dues, fees, assessments or contributions related to membership in the Corporation and will not be deemed as an investment or purchase of any ownership interest in the Corporation.

SECTION 2 Member Rights

Subject to the terms and conditions of this Agreement, Member will have, and will be entitled to exercise, rights of a Principal Member of the Corporation, as such rights are specified from time to time in the Corporation’s Rules (as defined below). Member will furnish to the Corporation such documents and other assurances as the Corporation may reasonably request from time to time to ensure that Member has and continues to meet the qualifications for membership as specified in the Corporation’s Rules. Member may withdraw from the Corporation at any time by giving written notice to the Secretary or the President of the Corporation. Member shall not be entitled to any refund of dues, fees, assessments or contributions related to membership in the Corporation.

SECTION 3 Member Obligations

3.1 Bylaws, Rules and Policies

Member and Member's directors, officers, principals, managers, employees and agents will comply with, and otherwise agree to be bound by, the Certificate of Incorporation, Bylaws, policies, procedures, plans, rules and determinations made by the Corporation, its Board of Directors (the "**Board**") or committees thereof (collectively, the "**Rules**"). Corporation shall also, where applicable, adhere to the Rules and cause the Board and officers or representatives of the Corporation to adhere to the Rules.

3.2 Payment of Dues and Expenses

As a member of the Corporation, Member will pay, in accordance with this Agreement and the Rules, all dues, fees and assessments imposed or levied by the Corporation. Without limiting the generality of the foregoing, the Board is authorized to determine the amount and timing of any such dues. In the event any governmental authority imposes any sales, use or excise tax, duty, custom, levy, fee, or any other tax, charge or fee of any nature whatsoever related to the payment of described herein dues, fees and assessments (collectively, the "**Tax**"), Member shall be responsible to pay the Tax in full to ensure the Corporation collects the entire amount of such dues, fees and assessments. The imposition or levy of any new dues, fees or assessments by the Corporation shall be on a nondiscriminatory basis with respect to the Members. All amounts shall be due and payable upon the due date provided in the invoice. For avoidance of doubt, Member shall not be admitted or approved as a member of the Corporation until all amounts of dues, fees and assessments are paid in full by Member.

3.3 Intellectual Property Rights Policy

In addition to the other Rules, Member is subject to and agrees to be bound by the Corporation Intellectual Property Rights Policy ("**Corporation IPR Policy**") as adopted by the Board. Any Corporation IPR Policy amendment that is adopted by the Board, in accordance with the Bylaws, will be effective and binding upon Member 45 days after the date of such adoption without further action by either party (unless the adopted amendment specifies a later effective date), provided that Member has not withdrawn its membership in the Corporation before the expiration of such 45-day period (or longer period as specified in the adopted amendment).

3.4 Confidentiality and Non-Disclosure Policy

In addition to the other Rules, Member is subject to and agrees to be bound by the Corporation Confidentiality and Non-Disclosure Policy ("**Corporation Confidentiality and Non-Disclosure Policy**") as adopted by the Board. Any Corporation Confidentiality and Non-Disclosure Policy amendment that is adopted by the Board, in accordance with the Bylaws, will be effective and binding upon Member at the time of adoption and written communication of the amendment to Member or such longer period as specified in the adopted amendment.

3.5 Antitrust Policy and Guidelines

In addition to the other Rules, Member is subject to and agrees to be bound by the Corporation Antitrust Policy and Guidelines (“**Corporation Antitrust Policy and Guidelines**”) as adopted by the Board. Any Corporation Antitrust Policy and Guidelines amendment that is adopted by the Board, in accordance with the Bylaws, will be effective and binding upon Member at the time of adoption and written communication of the amendment to Member or longer period as specified in the adopted amendment.

3.6 Use of Member’s Name and Logo

Member hereby grants the Corporation permission to use Member’s name and logo to identify Member as a member of the Corporation in connection with promotional and marketing activities of the Corporation, subject to Member’s established trademark usage guidelines as provided in writing to the Corporation. Notwithstanding the foregoing, in the event the Corporation receives a written notice from Member requesting not to use Member’s name and logo as provided in this Section 3.6, the Corporation shall comply with such Member’s request.

3.7 Representations

Member represents and warrants to the Corporation that:

3.7.1 The principal office of Member is at the address shown under the signature of Member’s authorized representative at the bottom of this Agreement;

3.7.2 Member has been duly authorized to enter into this Agreement; and

3.7.3 Member has received and reviewed the Rules and understands its duties and obligations associated with membership in the Corporation.

SECTION 4 Termination of Membership

4.1 Termination by Member

Member may terminate membership in the Corporation and Member’s obligations under this Agreement effective upon written notice to the Secretary or the President of the Corporation; *provided, however*, that such termination will not relieve Member of any liabilities or obligations incurred prior to the effective date of termination. Member’s membership automatically terminates upon the voluntary or involuntary dissolution of the Corporation.

4.2 Termination by the Corporation

Corporation may terminate Member’s membership in the Corporation if Member fails to adhere to any Rules approved by the Corporation, breaches any material provision of this Agreement or fails to pay any dues or other amounts payable to the Corporation within 30 days following the date due, and further fails to remedy such nonperformance, noncompliance or nonpayment within 30 days following receipt of notice from the Corporation.

Corporation may suspend and/or terminate (i) Member's membership in the Corporation; and/or (ii) participation of Member's directors, officers, principals, managers, employees, contractors, agents and/or other representatives (the "**Member Representatives**") in the Corporation, immediately upon written notice to Member if Member or any of the Member Representatives commit any acts that are considered by the Board as disparaging or harmful to the reputation of the Corporation, as determined by the Board in its sole discretion.

Corporation's right to suspend and/or terminate Member's membership in the Corporation and/or participation of Member Representatives in the Corporation is in addition to any other rights and remedies that may be available to the Corporation, whether at law, in equity or otherwise.

4.3 Effect of Termination

Upon any termination of Member's membership in the Corporation for any reason, this Agreement and all rights granted to Member hereunder (including, but not limited to, the rights granted under Section 2) will immediately terminate. For the avoidance of doubt, termination of Member's membership shall not affect or otherwise prejudice any rights that may have been granted in relation to intellectual property pursuant to the Corporation IPR Policy.

SECTION 5 Indemnification and Limitation of Liability

5.1 Indemnification

The parties agree to indemnify, defend and hold each other and their respective employees, agents, consultants, subsidiaries, partners, affiliates, and licensors, harmless against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals) arising from or in any way related to such party's breach of this Agreement.

5.2 Limitation of Liability

5.2.1 Each party's entire liability to the other for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by that party up to the amounts paid by Member to the Corporation pursuant to Section 3.2 (Payment of Dues and Expenses). Each party will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

5.2.2 The following amounts are not subject to the above cap provided in Section 5.2.1: i) third party payments referred to in Section 5.2.3 below; and ii) damages that cannot be limited under applicable law.

5.2.3 If a third party asserts a claim against the Corporation or any of its respective directors, officers, employees, agents, consultants, subsidiaries, partners, affiliates, and licensors (the "**Corporation Indemnified Parties**") that contributions, materials, documents or other information provided by Member under this Agreement infringes any third-party's patent, copyright or other intellectual property right of any nature, Member shall defend the Corporation Indemnified Parties against that claim and pay amounts finally awarded by a court against the Corporation Indemnified Parties or included in a settlement, provided that Corporation (i)

promptly notifies member in writing of the claim (although failure to promptly notify Member shall not relieve Member from its obligations under this Section 5.2.3 unless its ability to defend such claim materially prejudiced by such failure), (ii) supplies information requested by Member at the Member's expense, and (iii) allows Member to control, and reasonably cooperates in, the defense and settlement of such claim, including mitigation efforts. Member will not, without the written consent of the Corporation, consent to the entry of any judgment or enter into any settlement of a claim that (1) provides for any admission of liability on the part of the Corporation Indemnified Parties, or (2) does not release the Corporation Indemnified Parties from all liability in respect thereof.

SECTION 6 Miscellaneous

6.1 Notices

Any notices required or permitted to be given or made under this Agreement will be in writing. Such notices will be deemed to be duly given on receipt, irrespective of whether communicated in person, by telephonic facsimile, electronic mail, postal mail, private carrier or other method in which the writing is read by the recipient. Either Member or the Corporation may from time to time change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective.

6.2 Assignment

Neither party may assign this Agreement without the consent of the other party, which consent may not be unreasonably withheld, except that either party may assign this Agreement in connection with any merger, reorganization or change of control, or the sale of all or substantially all of its assets.

6.3 No Agency

This Agreement is not intended to nor does it create or establish any partnership, joint venture, agency or other joint business relationship among the Members or any of their affiliates. Except as expressly provided herein, no party to this Agreement is the legal representative of the other and will not have any authority to obligate the other (or any affiliate) for any purpose whatsoever.

6.4 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, except for the choice of law provisions thereof to the extent that they would make another law applicable to this Agreement.

6.5 Entire Agreement

This Agreement sets forth the entire agreement, and supersedes all prior agreements, between the parties with respect to the subject matter hereof. Corporation will be entitled to modify, amend, repeal and adopt new Rules without the consent of or notice to Member, except

as required by the Corporation's Rules. Any attempted or purported amendment, modification or waiver that does not comply with this requirement will be null and void.

This space intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date indicated below as being accepted on behalf of the Corporation.

PRINCIPAL MEMBER:

Member Entity: _____

By: _____

Title: _____

Print Name: _____

Date: _____

INTERWORK ALLIANCE, INC.

By: _____

Title: _____

Print Name: _____

Date: _____

Contact for Notices: _____

INTERWORK ALLIANCE, INC.

Attn: Notices

Email: _____

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION
OF TOKEN TAXONOMY CONSORTIUM, INC.

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:18 PM 04/29/2020
FILED 05:18 PM 04/29/2020
SR 20203286469 - File Number 7885535

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of Token Taxonomy Consortium, Inc. (the "**Corporation**") resolutions were duly adopted setting forth that the Certificate of Incorporation of the Corporation be amended as follows:

1. Article I (Name) of the Certificate of Incorporation of this Corporation is amended in its entirety to read as follows:

The name of the corporation is InterWork Alliance, Inc. (the "**Corporation**")


2. Section 3.1 (Purposes) of Article III (Purposes) of the Certificate of Incorporation of this Corporation is amended in its entirety to read as follows:

The Corporation is organized exclusively as a trade association, within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "**Code**"), for the purposes of engaging in any lawful act or activity for which a trade association may be organized, including, but not limited to, promoting the common business interests of enterprises and other organizations desiring to further the development of multi-party business and technical protocols for business to business and business to consumer usage, foster the development of standards, technical specifications, source code, certification, white papers, best practices and related activities, and define and develop tokens, token concepts, token definitions, multi-party agreements, policy, and contracts as well as common data schemas for shared data use cases, terminology, specifications, multi-party related technologies and token taxonomy framework.

SECOND: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

I further declare under penalty of perjury under the laws of the State of Delaware that the matters set forth in this certificate are true and correct of my own knowledge.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 28 day of April, 2020.


By: _____
Authorized Officer
Title: President and Secretary

Name: Ronald Resnick
Print or Type

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "TOKEN TAXONOMY CONSORTIUM, INC.", FILED IN THIS OFFICE ON THE FIFTH DAY OF MARCH, A.D. 2020, AT 2:01 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.


Jeffrey W. Bullock, Secretary of State

7885535 8100
SR# 20201944840

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202524118
Date: 03-05-20

CERTIFICATE OF INCORPORATION

OF

TOKEN TAXONOMY CONSORTIUM, INC.

ARTICLE I - NAME

The name of the corporation is Token Taxonomy Consortium, Inc. (the "**Corporation**").

ARTICLE II - REGISTERED OFFICE AND AGENT

The Corporation's registered office in the State of Delaware is located at 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The registered agent of the Corporation for service of process at such address is Corporation Service Company.

ARTICLE III - PURPOSES

3.1 Purposes

The Corporation is organized exclusively as a trade association, within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "**Code**"), including, but not limited to, promoting the common business interests of enterprises desiring to further the technical development of the blockchain protocol for enterprise usage, foster the development of standards, technical specifications, source code, certification, white papers, best practices and related activities, and define and develop tokens, token concepts, token definitions, use cases, terminology, specifications, token-related technologies and token taxonomy framework.

3.2 Limitations

3.2.1 Nonprofit Status

The Corporation shall not have or issue shares of stock. The Corporation is not organized for profit, and no part of its net earnings shall inure to the benefit of any director or officer of the Corporation, or any private individual, except that the Corporation shall be authorized and empowered to pay compensation to its members, directors or officers for services rendered, and to make payments and distributions in furtherance of the purposes of the Corporation and subject to the limitations of Sections 3.2.2 and 3.2.3 of this Certificate of Incorporation.

3.2.2 Dissolution

Upon dissolution of the Corporation or winding up of its affairs, after paying or making adequate provision for the payment of all the liabilities of the Corporation, all the remaining assets of the Corporation shall be distributed to the members.

3.2.3 Prohibited Activity

Notwithstanding any other provisions of this Certificate of Incorporation, the Corporation shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 501(c)(6) of the Code.

3.3 Powers

In general, and subject to such limitations and conditions as are or may be prescribed by law, by this Certificate of Incorporation, or by the Bylaws of the Corporation, the Corporation shall have the authority to (a) engage in any and all such activities as are incidental or conducive to the attainment of the purposes of the Corporation set forth in Section 3.1 of this Certificate of Incorporation and (b) exercise any and all powers authorized or permitted under any laws that are now, or hereafter may be, applicable or available to the Corporation.

ARTICLE IV - INCORPORATOR

The Incorporator of the Corporation is Gregory Kohn. The address of the Incorporator is 401 Edgewater Place, Suite 600, Wakefield, MA 01880.

ARTICLE V - LIMITATION OF DIRECTOR LIABILITY

To the fullest extent permitted by the General Corporation Law of Delaware, as the same may be amended from time to time, a director of the Corporation shall not be personally liable to the Corporation for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law of Delaware is hereafter amended to authorize further reductions in the liability of the Corporation's directors for breach of fiduciary duty, then a director of the Corporation shall not be liable for any such breach to the fullest extent permitted by the General Corporation Law of Delaware, as so amended. Any repeal or modification of any of the foregoing provisions of this Article V, by amendment of this Article V or by operation of law, shall not adversely affect any right or protection of a director of the Corporation with respect to any acts or omissions of such director occurring prior to such repeal or modification.

ARTICLE VI - INDEMNIFICATION

To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers, employees and other agents of the Corporation (and any other persons to which Delaware law permits the Corporation to provide indemnification or advancement of expenses), through bylaw provisions, agreements with any such director, officer, employee or other agent, or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law of Delaware, subject only to limits created by applicable Delaware law (statutory or non-statutory), with respect to actions for breach of duty to a corporation and others.

Any repeal or modification of any of the foregoing provisions of this Article VI, by amendment of this Article VI or by operation of law, shall not adversely affect any right or protection of a director, officer, employee or other agent of the Corporation or any such other person existing at the time of, or

increase the liability of any such director, officer, employee, agent or other person with respect to any acts or omissions thereof occurring prior to such repeal or modification

ARTICLE VII. EXISTENCE

The Corporation is to have perpetual existence.

ARTICLE VIII - RIGHT TO AMEND CERTIFICATE OF INCORPORATION AND BYLAWS

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Certificate of Incorporation and the Bylaws may be amended or restated in accordance with the Bylaws of the Corporation.

ARTICLE IX - NUMBER OF DIRECTORS

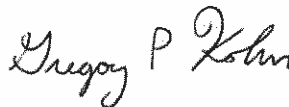
The number of directors that shall constitute the Board of Directors shall be designated in the Bylaws of the Corporation. Vacancies created by the resignation of one or more members of the Board of Directors and new directorships shall be governed by the Bylaws of the Corporation.

ARTICLE X - CORPORATE RECORDS

The books of the Corporation may be kept (subject to any statutory provision) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors in the Bylaws of the Corporation.

The undersigned hereby further declares and certifies under penalty of perjury that the facts set forth in the foregoing certificate are true and correct to the knowledge of the undersigned, and that this certificate is the act and deed of the undersigned.

Executed on this 5th day of March 2020.



Gregory Kohn, Sole Incorporator

**AMENDED
AND
RESTATED
BYLAWS
OF
INTERWORK ALLIANCE, INC.**

Approved by the Board on May 11, 2020.

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AMENDED AND RESTATED
BYLAWS OF
INTERWORK ALLIANCE, INC.

ARTICLE 1
MEMBERS

1.1 Membership

The membership of the Corporation shall consist of the following classes of members:

(a) **Sponsor Members.** The class Sponsor Members of the Corporation (the “**Sponsor Members**”) shall have the voting rights and shall meet such eligibility criteria and pay such fees as the Board of Directors of the Corporation (the “**Board**”) may from time to time approve. The Sponsor Members shall have the right to (1) designate one director (a “**Designated Director**”) to the Board and one alternate director to serve in the capacity of Designated Director in the event of the death, resignation, removal, or absence of the Designated Director (such alternate, an “**Alternate Director**”) and (2) cast one vote in the admittance of additional Sponsor Members. Only Sponsor Members shall be considered members for purposes of compliance with the General Corporation Law of the State of Delaware (“**DGCL**”).

(b) **Principal Members.** The class Principal Members of the Corporation (the “**Principal Members**”) shall meet such eligibility criteria and pay such fees as the Board may from time to time approve. Principal Members shall not be considered members for purposes of compliance with DGCL.

(c) **Associate Members.** The class Associate Members of the Corporation (the “**Associate Members**”) shall have no voting rights and shall meet such eligibility criteria and pay such fees (if any) as the Board of Directors may from time to time approve. Such membership in class of Associate Members shall apply to associations, trade and standard industry organizations, consortiums, non-profit organizations, academic institutions, non-government organizations, government and regulatory organizations and agencies, and other organizations as approved by the Board.

The Board by resolution or otherwise may establish (1) membership criteria/guidelines; (2) forms of Sponsor Member Membership, Principal Member Membership, Associate Member Membership Agreements and other types and forms of membership agreements, as applicable; (3) requirements for payment of dues to the Corporation; and (4) criteria for suspension or termination of membership. Members may develop competing technologies, products and services and join competing organizations.

1.2 Meetings of Members

An annual meeting of members, for the designation of the Designated Directors and their respective Alternate Directors by the Sponsor Members and the conduct of such other business as may come before the meeting, shall be held on such date, and at such time and place, as are designated by the Chair or the Board. Special meetings of members may be called at any time by the Chair or the Board. A meeting of members shall be held at the time and place set forth in the notice of meeting.

1.3 Notice of Meetings

All notices of meetings of the members shall be in writing and shall be sent or otherwise given in accordance with this Section 1.3 not fewer than 10 nor more than 60 days before the date of the meeting to each member entitled to vote at such meeting. The notice shall specify the place, if any, date, and hour of the meeting, the means of remote communication, if any, by which members and proxyholders may be deemed to be present and vote at such meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

Written notice of any meeting of members, if mailed, is given when deposited in the United States mail, postage prepaid, directed to the member at the address of such member as it appears on the records of the Corporation or sent via courier to the member at the address of such member as it appears on the records of the Corporation. Notice also shall be deemed given (i) if sent by facsimile, when directed to a number at which the member has consented to receive notice; (ii) if sent by electronic mail, when directed to an electronic mail address at which the member has consented to receive notice; (iii) if sent by posting on an electronic network together with separate notice to the member of such specific posting, upon the later of such posting or the giving of such separate notice; and (iv) if sent by any other form of electronic transmission consented to by the member to whom the notice is given. Any consent to receive notice by electronic transmission shall be revocable by written notice from such member to the Secretary. Any such consent shall be deemed revoked if (a) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (b) such inability becomes known to the Secretary, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. An affidavit of the Secretary or other agent of the Corporation that the notice has been given shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

1.4 Quorum and Vote

A majority of the Sponsor Members of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the members, and the act of a majority of the Sponsor Members present at any meeting shall be the act of the members.

1.5 Action Without a Meeting

Any action required or permitted to be taken at any meeting of the Sponsor Members may be taken without a meeting if all members of the Sponsor Members, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Sponsor Members. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

ARTICLE 2 BOARD OF DIRECTORS

2.1 Powers

Subject to the provisions of the General Corporation Law of Delaware, the Board shall have general power to control and manage the affairs and property of the Corporation in accordance with the purposes and limitations set forth in the Certificate of Incorporation and shall have full authority with respect to the distribution and payment of monies received by the Corporation from time to time.

The term “director” shall mean a Sponsor Member’s representative appointed to the Board and serving in accordance with this Article 2. The number of members of the Board shall be limited to 10 members.

2.2 Number of Directors; Appointment and Term of Office

The Initial Board of Directors shall be appointed by the incorporator and shall consist of the representative(s) of the Sponsor Members who have executed Sponsor Member Membership Agreements and who meet the qualifications described herein.

The number of directors shall be the same as the number of Sponsor Members. Each Sponsor Member shall have the right to designate one (1) director (i.e. one (1) Designated Director and one (1) Alternate Director to serve in the capacity of Designated Director as herein described) on the Board in accordance with this Section 2.2. No Sponsor Member may have more than one (1) seat on the Board.

Each Sponsor Member shall designate one (1) Designated Director (as defined above) to serve on the Board. Each Designated Director must be an employee, officer, director, or consultant of the respective Sponsor Member, must be at least eighteen (18) years of age, and must not have any prior felony convictions. Each Sponsor Member shall have the option to remove its Designated Director and replace such Designated Director at any time and from time to time, with or without cause, by notice to the Chair, the President or Secretary of the Corporation. No other entity or entities shall have any right to remove a Sponsor Member’s Designated Director. In the event of the removal of a Designated Director by the Board pursuant to this Section 2.2 of these Amended and Restated Bylaws (the “**Bylaws**”), the respective Sponsor Member shall designate a different Designated Director.

Each Sponsor Member may designate one (1) Alternate Director (as defined above) to

serve in the capacity of Designated Director in the event of the death, resignation, removal, or absence of the Designated Director. Each Alternate Director must be qualified to serve as a director for the respective Sponsor Member pursuant to this Section 2.2. When serving in the capacity of director due to the unavailability of the current Designated Director, the Alternate Director shall be deemed to be the Designated Director for such Sponsor Member without further notice and shall have all the rights, privileges and responsibilities of director established under these Bylaws and under the DGCL. Alternate Directors shall be entitled to attend all regular and special meetings of the Board but shall only be deemed a director and accorded voting rights during the unavailability of such Sponsor Member's standing Designated Director. Sponsor Members shall designate, and may change, their respective Alternate Directors at any time and from time to time, with or without cause, by notice to the Chair, the President or Secretary of the Corporation. No Sponsor Member shall be deemed to have more than one Designated Director serving at any time. All references to the Board, and to directors in general, shall be deemed to include any Alternate Director serving in the capacity of a Designated Director.

2.3 Vacancies

Any vacancy in the Board arising at any time and from any cause, including the authorization of an increase in the number of Sponsor Members, shall be filled by the Sponsor Member that appointed the director creating the vacancy or by the newly admitted Sponsor Member.

2.4 Resignation and Removal

Any director may resign at any time by giving written notice to the Chair or Secretary. Such resignation shall take effect at any time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any director may be removed, with or without cause, at any time by the Sponsor Member that appointed him or her to office.

2.5 Regular Meetings

Regular meetings of the Board shall be held at such times and places as the Board shall designate. A regular meeting for the election of officers shall be held annually.

2.6 Special Meetings; Notice

Special meetings of the Board may be held upon the call of the Chair or other officer of the Corporation.

2.7 Notice of Meetings

Special meetings of the Board shall be held upon four days' notice by mail or courier or 24 hours' notice delivered personally, by telephone (including a voice messaging system or other system or technology designed to record and communicate messages), or by other form of electronic transmission. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. A notice, or waiver of notice, need not specify the purpose of any regular or special meeting of the Board.

2.8 Quorum; Adjournments of Meetings

At all meetings of the Board, at least a majority of the entire Board shall constitute a quorum. Except as provided by law or these Bylaws, at any meeting of the Board at which a quorum is present, the vote of an affirmative vote of a majority of the directors present at the time of the vote shall be the act of the Board. Directors who are present at a meeting but not present at the time of a vote due to a conflict of interest or related party transaction shall be determined to be present at the time of the vote. In the absence of a quorum, a majority of the directors present may, without giving notice other than by announcement at the meeting, adjourn the meeting from time to time until a quorum is obtained. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

2.9 Organization

The Chair shall preside at all meetings of the Board or, in the absence of the Chair, the then Secretary or a temporary Chair as chosen by the directors present at the meeting shall preside at the meeting. The Secretary or Assistant Secretary shall act as Secretary at all meetings of the Board. In the absence of the Secretary or Assistant Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

2.10 Voting

At any meeting of the Board, each director participating in the meeting shall be entitled to one vote.

2.11 Action Without a Meeting

Any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

2.12 Conference Calls

Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

2.13 Committees

The Board may designate one or more committees, including, without limitation a compensation committee, each committee to consist of one or more of the directors of the Corporation), with such lawfully delegated powers and duties as it therefor confers, to serve at the pleasure of the Board. The Board may also appoint advisory committees which may be composed of members of the Board, non-members of the Board or a combination of both types of individuals;

provided that the advisory committees shall provide advice to the Board and the Board may not delegate its authority to such an advisory committee. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board and subject to the provisions of the Delaware Corporate Law, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. Each such committee shall keep minutes and make such reports as the Board may from time to time request. Except as the Board may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the Board.

2.14 Director Diversity

(a) One of the methods which the Sponsor Members have chosen to ensure the success of the Corporation is to ensure diversity in managing the Corporation. This diversity shall be implemented by limiting the relationships between the Sponsor Members and the Board. No more than two directors shall be Affiliated (the “**Director Diversity Requirement**”).

(b) For the purposes of the Director Diversity Requirement, the term “**Affiliated**” or “**Affiliation**” in the Bylaws is defined as follows: a Sponsor Member is or becomes controlled by, controlling or under common control with another Sponsor Member. The final determination of Affiliation shall be made by the Board without the vote of the directors who are alleged to have been Affiliated.

(c) No director may remain in office or take office if the addition of the director would cause a violation of the Director Diversity Requirement. If the Designated Director does not resign, the President shall call a special meeting of the Sponsor Members.

(d) A violation of the Director Diversity Requirement may be waived by a vote of two thirds of the Board (not including the directors who are Affiliated).

ARTICLE 3 OFFICERS AND AGENTS

3.1 Officers

The officers of the Corporation shall be a Chair, a Vice Chair, a President, a Secretary, a Treasurer, and such other officers, if any, as the Board may from time to time appoint or elect.

3.2 Election of Officers, Term of Office and Removal

The officers of the Corporation shall be elected annually by the Board. Each shall continue in office until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal. Any officer of the Corporation may be removed, with or without cause, by the Board.

3.3 Employees, Other Agents, Etc.

The Board may from time to time appoint such other employees and agents as it shall deem necessary, each of whom shall hold office at the pleasure of the Board, and shall have such authority, perform such duties and receive such reasonable compensation, if any, as the Board may from time to time determine.

3.4 Vacancies

Any vacancy in any office may be filled by the Board. Any officer so elected shall hold office until the next annual meeting of the Board and until the election and qualification of his or her successor.

3.5 Chair; Powers and Duties

The Chair shall preside at each meeting of the Board. He or she shall perform such other duties as from time to time the Board may assign to him or her.

3.6 Vice Chair; Powers and Duties

The Vice Chair shall assist the Chair in the performance of his or her duties and shall have such other powers and duties as the Board may prescribe.

3.7 President, Powers and Duties

The President shall be the general manager and chief executive officer of the Corporation. The President shall be responsible for managing, directing, supervising and controlling the Corporation's day-to-day operations, controlling all of the assets, business and affairs of the Corporation according to the policies, principles, practices and budget authorized by the Board. The President shall be responsible for management of personnel (including hiring, training, disciplinary action, and discharge), finances and programs of the Corporation and shall be performing such other duties and exercising such other powers as the Board may assign from time to time. As part of these responsibilities and subject only to such limitations as the Board may impose, the President shall manage and supervise the Corporation's contracting process.

3.8 Secretary; Powers and Duties

The Secretary shall ensure that accurate minutes are kept of meetings of the members and the Board as well as any committees of the Board that maintain minutes. The Secretary shall ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The Secretary shall also perform such other duties as from time to time may be assigned to him or her by the President or the Board. In the absence of the Secretary, an Assistant Secretary may perform the duties of the Secretary.

3.9 Treasurer; Powers and Duties

The Treasurer shall oversee the financial operations of the Corporation and shall perform such other duties as from time to time may be assigned to him or her by the President or the

Board. In the absence of the Treasurer, an Assistant Treasurer may perform the duties of the Treasurer.

ARTICLE 5 STANDARDS OF CONDUCT FOR OFFICERS AND DIRECTORS

5.1 Duties of Care and Loyalty

Officers and directors shall discharge their respective duties:

- (a) in good faith;
- (b) with such care, including reasonable inquiry, as an ordinary prudent person in like position would exercise under similar circumstances; and
- (c) in a manner such officer or director believes to be in the best interests of the Corporation.

5.2 Directors' Duties

- (a) Directors are expected to attend and actively participate in all regular and special meetings of the Board, except for good cause.
- (b) Directors are expected to educate themselves regarding the history, purpose, and activities of the Corporation so as to provide valuable service.

5.3 Reliance on Others

A director shall, in the performance of his or her duties, be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or by any other person as to matters the director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE 6 ADVISORY BOARD

The Board may appoint an Advisory Board of two or more persons to provide advice and assistance to the Board. Members of the Advisory Board may be invited to meetings of the Board but shall not be entitled to vote or exercise other powers of a director of the Corporation. The Board may determine by separate resolution the operational rules which shall govern the Advisory Board. Advisory Board members may be removed at any time, with or without cause, by the Board.

ARTICLE 7 WORKING GROUPS

7.1 Establishment of Working Groups

The Board may create one or more groups, user groups, working groups or committees that do not exercise the power or authority of the Board (referred to as “**Groups**”). The Board shall designate the Chair of each Group.

Members of the Corporation or representatives of Members of the Corporation may join the Groups of their choice. The Board may determine by separate resolution the operational rules which shall govern a Group or permit each Group to establish its own operational rules.

7.2 Role of Working Groups

Members of Groups may be invited to meetings of the Board but shall not be entitled to vote or exercise other powers of a director of the Corporation.

ARTICLE 8 CHECKS, BANK ACCOUNTS, INVESTMENTS, ETC.

8.1 Checks

From time to time, the Board shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the Corporation, and only the persons so authorized shall sign or endorse those instruments.

8.2 Investments

The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board may deem desirable, with regard to the limitations, if any, now imposed or which may hereafter be imposed by law regarding such investments.

ARTICLE 9 OFFICE AND BOOKS

9.1 Office

The office of the Corporation shall be located at such place as the Board may from time to time determine.

9.2 Maintenance and Inspection of Records

The Corporation shall, either at its principal executive office or at such place or places as designated by the Board, keep a record of its members, listing their names and addresses, a copy of these Bylaws as amended to date, a copy of the Certificate of Incorporation as amended to date, accounting books, and other records.

Any member of record in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business

to inspect for any proper purpose the Corporation's membership ledger, a list of its members, and its other books and records and to make copies or extracts there from. A proper purpose shall mean a purpose reasonably related to such person's interest as a member. In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent to so act on behalf of the member. The demand under oath shall be directed to the Corporation at its registered office in Delaware or at its principal place of business.

9.3 Inspection by Directors

Any director shall have the right to examine the Corporation's list of its members, and its other books and records for a purpose reasonably related to the position of such person as a director. The Court of Chancery is hereby vested with the exclusive jurisdiction to determine whether a director is entitled to the inspection sought. The Court may summarily order the Corporation to permit the director to inspect any and all books and records, list of members and to make copies or extracts there from. The Court may, in its discretion, prescribe any limitations or conditions with reference to the inspection, or award such other and further relief as the Court may deem just and proper.

ARTICLE 10 CORPORATE SEAL

The Corporation may adopt a corporate seal, which shall be adopted and which may be altered by the Board, and may use the same by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

ARTICLE 11 FISCAL YEAR

The fiscal year end of the Corporation shall be December 31.

ARTICLE 12 INDEMNIFICATION

The Corporation may, to the fullest extent authorized by law, indemnify any present or former officers or directors of the Corporation or the personal representatives thereof, made or threatened to be made a party in any civil or criminal action or proceeding by reason of the fact that he or she, his or her testator or intestate is or was a director or officer of the Corporation, or served with any other corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise in any capacity at the request of the Corporation, against judgments, fines (including excise taxes assessed on such a person in connection with service to an employee benefit plan), amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action or proceeding or any appeal therein.

Expenses (including attorneys' fees) incurred in defending a civil or criminal action or proceeding may, to the fullest extent authorized by law, be paid by the Corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount as, and to the extent, the person receiving the

advancement is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced by the Corporation exceed the indemnification to which he or she is entitled.

The foregoing right of indemnification and advancement of expenses shall not be deemed exclusive of any other rights to which any person, his or her testator or intestate may be entitled apart from this provision provided that no indemnification may be made to or on behalf of any director or officer if a judgment or other final adjudication adverse to the director or officer establishes that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. Nothing contained in this provision shall affect any rights to indemnification to which corporate personnel other than the directors and officers may be entitled by contract or otherwise under the law.

ARTICLE 13 AMENDMENTS

Notwithstanding any other provision of these Bylaws, any amendment of the Bylaws, Certificate of Incorporation, Intellectual Property Rights Policy, Confidentiality and Non-Disclosure Policy and Anti-trust Policy and Guidelines adopted by the Board of the Corporation shall require the affirmative vote of at least a two-thirds majority of the entire Board. In addition to the vote of the Board provided above, the amendment of the Bylaws to add a new class of members or increase the number of members of the Board require a vote of three quarters of the Board.

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CERTIFICATION OF THE AMENDED AND RESTATED BYLAWS
OF
INTERWORK ALLIANCE, INC.

The undersigned person appointed by the Board of Directors of as the Secretary of InterWork Alliance, Inc. hereby certifies that the foregoing Amended and Restated Bylaws are a true and correct copy of the Amended and Restated Bylaws of the Corporation, in effect as of the date of this certificate.

Executed this 11th day of May, 2020.



Ronald Resnick, Secretary

INTERWORK ALLIANCE, INC.

INTELLECTUAL PROPERTY RIGHTS POLICY

This Intellectual Property Rights Policy (as amended from time to time, this “**Policy**”) is a policy of InterWork Alliance, Inc., a Delaware nonprofit corporation (the “**Corporation**”). All Participants in Corporation Activities (as defined below) are required to agree to and abide by the terms of this Policy and are deemed to do so by virtue of such participation.

1. Purpose of this Policy and Amendments

This Policy applies to the Corporation and each Participant, and sets forth the Corporation’s default positions with respect to intellectual property rights in materials developed for, contributed to, or otherwise supporting the mission of the Corporation and all Participants will be bound by this Policy. In each case, the ownership and licensing positions set forth in this Policy may be superseded only with the express written consent of the Board, may only apply prospectively, and only in a manner that applies equally to all Participants of an affected Corporation Activity (e.g. the Board authorizes a project within Corporation with alternative rules). This Policy may be amended from time to time in accordance with the Bylaws of the Corporation and the Board will provide notice of any material changes to this Policy by making the updated Policy available to Participants.

2. Definitions

2.1 “**Affiliate**” means any entity that is, directly or indirectly, controlled by, under common control of, or that controls the subject party. For purposes of this definition “control” means direct or indirect ownership of or the right to exercise (a) greater than fifty (50%) percent of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty (50%) percent of the ownership interest representing the right to make decisions for the subject entity.

2.2 “**Board**” means the Board of Directors of the Corporation or such designees as are appointed and assigned the requisite authority by the Board of Directors.

2.3 “**Corporation Activities**” means activities carried on by the Corporation and Corporation employees, by a Participant on behalf of the Corporation, or through the collaborative effort of more than one Participant under the auspices of the Corporation, including activities carried out by or on behalf of working groups, committees and sub-committees, task forces, and the Board.

2.4 “**Corporation Contributor License Agreement**” has the meaning given in Section 4.1(a).

2.5 “**Corporation Invention**” has the meaning given in Section 5.1.

2.6 “**Corporation Software**” means Software created in the course of Corporation Activities. Corporation Software includes modifications to and derivative works of Third Party Software, but does not include the Third Party Software itself.

2.7 “**Document**” means any document or other work of authorship other than Software, including guidelines, policies, advisories, specifications, standards, requirements documents, roadmaps, interoperability requirements, procedure documents, bulletins, best practices, case studies, white papers, marketing collateral, and other written documents and other works of authorship. For the avoidance of doubt, source code, comments embedded within source code, and oral communications alone (including in any meetings, conference calls, or other live forums) are not “Documents.”

2.8 “**Individual**” means any natural person who is a Participant or who participates in Corporation Activities on behalf of a Participant, including, but not limited to, any director, officer, employee, agent, or contractor of a Participant.

2.9 “**Necessary Claim**” means a claim of a patent or patent application throughout the world that (a) is owned or controlled by a Participant or its Affiliates now or at any future time; and (b) is necessarily infringed by implementing one or more required elements of a Specification, as set forth in detail in such Specification, wherein a claim is necessarily infringed only when it is not possible to avoid infringing the claim because there is no non-infringing alternative for implementing such relevant portions of the Specification. Notwithstanding the foregoing sentence, Necessary Claims do not include (i) any claims other than those set forth above even if contained in the same patent or patent application as a Necessary Claim; (ii) use of other published specifications developed elsewhere but referred to in the Specification; or (iii) any enabling or other technology that may be useful in connection with a product or service that complies with the Specification but is not expressly set forth in or inherently required by the Specification.

2.10 “**Member**” means a member of the Corporation who has signed a Membership Agreement.

2.11 “**Participant**” means an individual authorized to represent a Member pursuant to the terms of the Membership Agreement, that participates in any Corporation Activities including as a working group member, committee and sub-committee member, task force member, forum participant, or software contributor. Non-members shall not participate in Corporation Activities unless an identified non-member is invited to join, in writing, for a specified activity at a pre-determined level of involvement by the Corporation management and such involvement is pursuant to an executed specific agreement which is approved by the Corporation President or Executive Director.

2.12 “**Software**” means software code whether in source code or executable form, including data structures and database designs (but excluding any data stored within such data structures and database designs), algorithms, APIs, user interface elements, and other manifestations of Software implementation. Software does not include patent rights reading on the Software.

2.13 “**Specification**” means any protocol, standard, specification, interoperability requirement, data definitions, or similar technology adopted by the Corporation as a requirement to define, implement and utilize products and services that interoperate, interconnect or

communicate with other products and services operating in conformance with other such Specifications.

2.14 “**Third Party Software**” means Software developed outside of Corporation Activities regardless of the author or owner of such Software.

2.15 “**Trademark**” has the meaning given in Section 6.1.

3. Documents and Specifications Created in the Course of Corporation Activities

3.1 Subject to the Participants’ rights in their contributions and other works subject to copyright that are incorporated into any Document and the licenses granted under Section 3.2, Corporation shall be the sole and exclusive owner of all copyrights in any Documents and Specifications, including any drafts and final versions thereof, created in the course of or as a result of Corporation Activities regardless of the level of contributions of any individual Participants engaged in the development thereof.

3.2 Contributions to Documents

(a) Except for works in the public domain, by making any written or oral contribution which is reduced to writing to (including participation in the drafting of) any Document or Specification (including drafts thereof), the Participant grants to the Corporation an irrevocable, perpetual, non-exclusive, worldwide, transferable, sub-licensable, fully paid-up and royalty-free copyright license to reproduce, modify, prepare derivative works of, distribute, and publicly display and perform the contributions (in whole or in part, in their original or modified forms), for the purpose of developing and publishing Documents and Specifications in support of the mission of the Corporation.

(b) The copyright owners retain all rights in their contributions, subject only to the license granted in this Section 3.2 and to Corporation’s copyright ownership of the Document.

(c) Except for Participants that are federal agencies, each Participant represents and warrants that the Participant is, to the best of its knowledge, the exclusive copyright owner of the contribution or has sufficient rights under copyright from the owners to make the contribution under the terms of license granted in this Section 3.2. If Participant is not the sole copyright owner in a contribution, the Participant must identify all other copyright owners in the contribution.

3.3 Except as otherwise determined by the Board, Corporation will make all final Documents publicly available under a Creative Commons Attribution 4.0 International copyright license (CC BY 4.0) or similar permissive use license as determined by the Board; *provided, however*, that rights in any trademarks incorporated in such Documents shall remain subject to the control of their respective owners. For the avoidance of doubt, any copyright license granted that permits modification or creation of derivative works of a Document will not create or include the right to modify or create derivative works of any Specification described in such Document.

3.4 Notwithstanding Section 3.3, the Board, at its discretion, may restrict the distribution of certain Documents, for example making them available only to Members or Participants, and may adjust the license terms accordingly.

4. Software Rights

4.1 *Contributions of Software.* Corporation expects that Software developed within the scope of Corporation Activities will be generally made available as Open Source Software (OSS) as that term is defined by the Open Source Initiative (OSI) at <https://opensource.org/osd> and as commonly understood by those in the software community. The terms and conditions below provide further guidance on Corporation's expectations regarding the contributions to and the licensing of such Corporation Software.

(a) Participants contributing Software to any Corporation Software project are required to submit a duly authorized and executed Corporation Contributor License Agreement, attached as the Annex hereto ("**Corporation Contributor License Agreement**"), and any Software contributed by such Participant will be subject thereto whether contributed before or after the date of such Corporation Contributor License Agreement. All Software contributions are subject to acceptance in due course by the Corporation authorized maintainers of the applicable Software project.

(b) If Third Party Software is obtained without the express participation of the copyright holder (*e.g.*, Software obtained by a Participant under an open source license and incorporated into, or required for use with, such Participant's contributed Software), such Third Party Software may be accepted for use in Corporation Software or as part of a Corporation Software project without prior approval of the Board only if such Third Party Software is available under one of the following open source licenses:

- (i) Apache License 2.0
- (ii) BSD 3-Clause "New" or "Revised" license
- (iii) BSD 2-Clause "Simplified" or "FreeBSD" license
- (iv) MIT License
- (v) Common Development and Distribution License

Third Party Software that is subject to any other license requires the prior written approval of the Board before being incorporated into Corporation Software or accepted into any Corporation Project.

(c) In addition to the requirements of Sections 4.1(a) and 4.1(b), all Third Party Software remains subject to acceptance in due course by the Corporation authorized maintainers of the applicable Software project.

(d) Any Corporation distribution of accepted Third Party Software contributions will be made under the least restrictive license that fulfills the requirements of the applicable Third Party Software license.

4.2 *Software Developed in the Course of Corporation Activities*

(a) Subject to the terms of the Corporation Contributor License Agreement (including the reservation of Contributors' rights in their "Contributions" as set forth therein), Corporation will own all copyrights in Corporation Software developed as a result of Corporation Activities. Third Party Software incorporated into or necessary for the operation of the Corporation Software will remain subject to any applicable licenses and restrictions imposed by the copyright holders of such Third Party Software.

(b) Corporation will make Corporation Software publicly available as open source under the Apache 2.0 license or such other permissive, non-copyleft, license as the Board may determine from time to time; *provided, however*, that to the extent that any Third Party Software from which the Corporation Software is derived or on which any portion of the Corporation Software relies requires the use of a different license, any Corporation distribution of such Corporation Software will be made under the least restrictive license that fulfills the requirements of the applicable Third Party Software license.

(c) Notwithstanding Section 4.2(b), the Board, at its discretion, may restrict the distribution of certain Corporation Software, for example making it available only to Members or Participants, and may adjust the license terms accordingly.

5. **Patents**

5.1 *Patentable Inventions Created in the Course of Corporation Activities.* Any patentable subject matter developed by one or more Participants solely in the course of their support of Corporation Activities ("**Corporation Inventions**") will be owned by such Participants. For the avoidance of doubt, Corporation Inventions do not include inventions developed by Participants prior to, or outside the scope of, their participation in Corporation Activities. Each Participant owning a Necessary Claim in its contribution to a Corporation Invention shall grant, and hereby does grant, to any implementer of such Corporation Invention a limited, royalty-free, perpetual, worldwide, non-exclusive, irrevocable license (except as provided in Section 5.4) under such Necessary Claims to make, have made, use, offer to sell, sell and import only such Corporation Invention, alone and not in combination with any other technology, and solely to the extent that the Corporation Invention is used in the implementation of any applicable Specifications; *provided, however*, that the foregoing license shall not extend to uses of Corporation Inventions in combination with any other technology where infringement of such Necessary Claims results from such combination.

5.2 *Required Disclosure of Relevant Patent Rights*

(a) *General Disclosure Obligations*

(i) An Individual who participates in the development of a draft Specification under consideration by Corporation and believes that he or she, or the Participant on whose behalf such Individual is acting (or its Affiliate), owns or controls patent rights that include Necessary Claims relating to such draft Specification, shall give notice to the Corporation pursuant to Section 5.2(b) as soon as reasonably possible, unless such Individual knows that the patent owner will license the patent rights related to such Necessary Claims on a royalty-free basis.

(ii) Disclosure under this Section 5.2(a) is based on an Individual's own actual and personal knowledge, and no knowledge of a Participant on whose behalf such Individual is acting (or such Participant's Affiliates) regarding patent information will be imputed to such Individual. A Participant is prohibited from intentionally isolating an Individual from potentially relevant patent information so as to avoid the terms of this Section 5.2(a), however no Individual will be under any affirmative duty to investigate the existence of Necessary Claims of which he or she is not personally aware.

(b) *Contents of Disclosure.* The following minimum information shall be provided in connection with any disclosure of Necessary Claims identified by an Individual under Section 5.2(a).

(i) With respect to issued patents and published pending patent applications, disclosure must include the identity of the patent rights holder and/or applicant and the patent number or application number of the patent rights.

(ii) With respect to unpublished pending patent applications, such disclosure must include the existence of the application containing the asserted Necessary Claims, but need not disclose identifying information (e.g., application number, contents) of the patent rights. If a Participant is unwilling to allow the use of the asserted Necessary Claims contained in any of its unpublished pending patent applications as provided by Section 5.3(a)(ii), such party must also identify the section(s) of the Specification to which the party's asserted Necessary Claim(s) contained in such unpublished pending patent application relate(s). Nothing herein precludes broader disclosure of unpublished pending patent applications on a voluntary basis or pursuant to a non-disclosure agreement. Once an unpublished pending patent application that has been disclosed is published, the owner of such rights must disclose the additional identifying information about the published application as specified above.

5.3 *Licensing Declarations*

(a) If a disclosure is required under Section 5.2, at the same time as such disclosure is made under Section 5.2, or as soon as practical thereafter, the applicable

Participant shall also submit a written statement to the Board from a person authorized to represent the patent rights holder declaring with regard to any Necessary Claims declaring either that: (i) it will grant a license to all implementers on reasonable and nondiscriminatory terms and conditions that may include a reasonable royalty or fee; or (ii) if permitted under Section 5.3(b), it will not license its patent rights to Necessary Claims.

(b) The option under Section 5.3(a)(ii) not to license patent rights related to Necessary Claims does not apply to claims infringed by the applicable Participant's own contributions. Where a "no license" option is selected, or a party alleged to have Necessary Claims refuses to provide a licensing declaration, the Board will determine how best to proceed, whether by workaround or otherwise.

5.4 *Defensive Suspension of License Grant.* In the event that a licensee under Sections 5.1 or 5.3(a)(i) files suit or other legal action (including a cross-claim or counterclaim in a lawsuit) against a Participant granting such license alleging that Participant's manufacture, use, import, export, sale or distribution of a Corporation-compliant implementation constitutes direct, indirect or contributory patent infringement and such suit or action is not defensively filed in response to a prior patent infringement suit or action by such Participant, then any patent licenses granted to such licensee under this Policy shall terminate, ab initio, as of the date such suit or action is filed and, notwithstanding any release provided under this Policy, the affected Participant may seek and recover any and all past, present and future damages for infringement of Participant's Necessary Claims by such licensee.

5.5 *No Other License.* The Participants agree that no license, immunity or other right is granted under this Policy by any Participant or its Affiliates, either directly or by implication, estoppel or otherwise, other than the licenses expressly articulated in this Section 5.

5.6 *Authority to Grant Licenses; No Attempt to Circumvent.* Each Participant hereby represents and warrants that it has the power and authority to bind itself and all of its Affiliates to the obligations contained herein, including without limitation, the obligation to grant the licenses as set forth in this Policy. Each Participant further represents and warrants and agrees that it has not and will not, for the purpose of circumventing the obligation to grant the licenses contained in this Policy, intentionally transfer, encumber or take any other action with respect to either (a) its Necessary Claims or (b) its patent applications or inventions that such Participant reasonably believes may become Necessary Claims.

5.7 *Transfer of Necessary Claims.* Any transfer by a Participant or its Affiliates to an unaffiliated third party of a patent or patent application having Necessary Claims shall be subject to the terms and conditions of this Policy. A Participant may choose the manner in which it complies with this Section 5.7, provided that any agreement for transferring or assigning Necessary Claims includes a provision that such transfer or assignment is subject to existing licenses and obligations to license imposed on the Participant by standards bodies, specification development organizations, or similar organizations (or language of similar import).

6. Trademarks

6.1 In the event that Corporation proposes to adopt any other name or logo as a trademark or trade name (collectively “**Trademarks**”), Corporation shall notify the Members in writing of the proposal. Corporation shall take such steps as the Board deems necessary and proper to protect its rights under such Trademarks adopted for use by the Corporation.

6.2 Corporation will own all right, title and interest in any Trademarks created expressly for the benefit of the Corporation in the course of Corporation Activities regardless of the level of contributions of any individual Participants participating in the development thereof. Each Participant hereby assigns to Corporation all right, title and interest in and to any such Trademarks, including any copyright rights such Participant may have in any graphical elements of such Trademarks. Each Participant will execute such documents and provide such other assistance to the extent reasonably necessary to effect, perfect or confirm Corporation’s ownership rights under this Section 6.2.

7. General Provisions

7.1 *Termination.* A Participant whose participation in the Corporation has terminated shall continue to be obligated to grant licenses in accordance with the provisions of this Policy only as to: (a) those contributions made by Participant to Documents and Specifications finally adopted prior to or within three (3) months following the effective date of such Participant’s termination, and (b) Participant’s subject Necessary Claims associated with a Specification finally adopted prior to or within three (3) months following the effective date of such Participant’s termination. Any licenses granted by a Participant under this Policy will survive any bankruptcy, dissolution or similar action of the Participant.

7.2 *Governing Law.* This Policy shall be construed and controlled by the laws of the State of Delaware without reference to conflict of laws principles. Participants agree to accept personal jurisdiction in the State and Federal courts of Delaware.

7.3 *No Warranty.* All parties acknowledge that all information provided as part of any Specification development process and any draft or final Specification are all provided “AS IS” WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

7.4 *Limitation of Liability.* IN NO EVENT WILL THE CORPORATION, ANY PARTY HERETO OR ANY OTHER PARTICIPANT OF THE CORPORATION BE LIABLE TO ANY OTHER PARTY OR PARTICIPANT OF THE CORPORATION FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS

OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

7.5 *Effect of Divestiture.* In the event that an Affiliate of a Participant ceases to be an Affiliate, such as by divestiture, then, if such former Affiliate becomes a Participant of the Corporation within ninety (90) days from the date the Affiliate status ceases, then all licenses shall continue uninterrupted. If such former Affiliate does not become a Participant hereunder, then Section 7.1 hereof shall apply with the former Affiliate to be considered the same as a terminating Participant.

This Policy was adopted by the Board on May 4, 2020.

[End of Intellectual Property Rights Policy]

ANNEX

CORPORATION CONTRIBUTOR LICENSE AGREEMENT

* * * * *

Part 1: Information Regarding Contributor

Contributor Type (Individual/Corporation):

Contributor Name: _____

Contributor Address: _____

Contributor Point of Contact: _____

E-Mail: _____

Telephone: _____ *Fax:* _____

If Contributor is a Legal Entity: Contributor employees authorized to submit on behalf of Contributor:

* * * * *

Part 2: Agreement

This Corporation Contributor License Agreement (“**Agreement**”) allows You to submit contributions of Software (“**Contributions**”) to the Corporation, to authorize Contributions submitted by Your designated employees to the Corporation, and to grant copyright and patent licenses to the Corporation.

In order to clarify the intellectual property license granted with Contributions from any Contributor, Corporation must have an Agreement on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for Your protection as a Contributor as well as the protection of the Corporation, its Members, its Participants and its users. It does not change Your rights to use Your own Contributions for any other purpose.

By contributing code, You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Corporation. In return, the Corporation shall not use Your Contributions in a way that is inconsistent with its nonprofit status and by-laws in effect at the time of the Contribution. Except for the license granted herein to the Corporation and recipients

of the Corporation Software distributed by the Corporation, You reserve all rights, title, and interest in and to Your Contributions.

(a) Definitions.

“You” (or **“Contributor”** or **“Your”**) shall mean the copyright owner or legal entity authorized by the copyright owner, as listed in Part 1 of this Agreement, that is making this Agreement with the Corporation. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, **“control”** means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

“Contribution” shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Corporation for inclusion in the Corporation Software. For the purposes of this definition, **“submitted”** means any form of electronic, verbal, or written communication sent to the Corporation or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Corporation for the purpose of discussing and improving the Corporation Software, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution.”

Capitalized terms not defined herein shall have the meaning given to them in the Corporation Intellectual Property Rights Policy.

(b) Grant of Copyright License.

Subject to the terms and conditions of this Agreement, You hereby grant to the Corporation, and to recipients of the Corporation Software distributed by the Corporation a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

(c) Grant of Patent License.

Subject to the terms and conditions of this Agreement, You hereby grant to the Corporation and to recipients of Corporation Software distributed by the Corporation a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, and import Corporation Software where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Corporation Software to which such Contribution(s) were submitted. If any entity institutes or voluntarily participates in patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Your

Contribution, or the Corporation Software to which You have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Corporation Software shall terminate as of the date such litigation is filed.

(d) Representations.

You represent that You are legally entitled to grant the above license(s). If You are entering into this agreement on behalf of a legal entity, You represent further that each employee of such entity (as designated in Part 1 of this Agreement or, pursuant to section (h), in a subsequent modification thereto) is authorized to submit Contributions on behalf of such entity. Other than Contributions made under license or with permission of another party, you represent that each of Your Contributions is Your original creation (see section (g) for submissions on behalf of others).

(e) Warranties.

Unless required by applicable law or agreed to in writing, You provide Your Contributions on an “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

(f) Support.

You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all.

(g) Submission of Work on Behalf of Third Parties.

Should You wish to submit work that is not Your original creation, You may submit it to Corporation separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as “Submitted on behalf of a third-party: [named here].”

(h) Modifications to Part 1 Information.

It is Your responsibility to notify the Corporation when any modification is required to the list of designated employees authorized to submit Contributions on Your behalf (if applicable), or to Your designated point of contact with the Corporation, each as originally provided in Part 1 of this Agreement.

(i) Notices.

Any notices to the Corporation with respect to this Agreement should be directed to [PROVIDE EMAIL ADDRESS].

[End of Contributor License Agreement]

INTERWORK ALLIANCE, INC.

ANTITRUST POLICY AND GUIDELINES

This Antitrust Policy and Guidelines (as amended from time to time, this “**Policy**”) is a policy of InterWork Alliance, Inc., a Delaware nonprofit corporation (the “**Corporation**”). All Participants in Corporation Activities (as defined below) are required to agree to and abide by the terms of this Policy and are deemed to do so by virtue of such participation in the Corporation.

1. Overview of this Policy and Amendments

As part of its mission, the Corporation recognizes and endorses the policies underlying the nation’s antitrust laws. It is the belief of the Corporation that competition is the fairest and most efficient mechanism of economic regulation. Accordingly, any activity that intentionally or unintentionally reduces competition or restrains trade is contrary to that belief and Corporation policy. In order to ensure that Corporation Participants and staff understand and comply with basic antitrust law and Corporation policy, and avoid even the appearance of anti-competitive conduct, Corporation has adopted the following Policy. This Policy may be amended from time to time in accordance with the Bylaws of the Corporation and the Board will provide notice of any material changes to this Policy by making the updated Policy available to Participants.

2. Background

Trade associations can perform useful and legitimate functions, such as spurring innovation, promoting the development of new products and services, and enhancing competition among companies that implement new technology. Trade associations often involve meetings and discussions among competitors. Federal and state competition and antitrust laws apply to trade association meetings and other formal, informal or social meetings where competitors are present. Any activity that intentionally or unintentionally reduces competition or restrains trade may subject the trade association, its members, and the members’ firms, to antitrust scrutiny. Investigations and legal proceedings can result from the mere appearances of impropriety, even in the absence of proof of overt actions to restrain trade unlawfully. Violation of antitrust laws can lead to civil and criminal penalties levied against firms and the individual wrongdoers.

3. Definitions

3.1. “**Board**” means the Board of Directors of the Corporation or such designees as are appointed and assigned the requisite authority by the Board of Directors.

3.2. “**Corporation Activities**” means activities carried on by the Corporation and Corporation employees, by a Participant on behalf of the Corporation, or through the collaborative effort of more than one Participant under the auspices of the Corporation, including activities carried out by or on behalf of working groups, committees and sub-committees, task forces, and the Board.

3.3. “**Member**” means a member of the Corporation who has signed a Membership Agreement.

3.4. “**Participant**” means an individual authorized to represent a Member pursuant to the terms of the Membership Agreement, that participates in any Corporation Activities including as a working group member, committee and sub-committee member, task force member, forum participant, or software contributor. Non-members shall not participate in Corporation Activities unless an identified non-member is invited to join, in writing, for a specified activity at a pre-determined level of involvement by the Corporation management and such involvement is pursuant to an executed specific agreement which is approved by the Corporation President or Executive Director.

3.5. “**Prohibited Topic**” has the meaning given in Section 4.4.

4. Corporation Antitrust Policy and Guidelines

4.1. *Policy.* It is the Policy of the Corporation that no Participant, committee, working group or staff shall intentionally or unintentionally:

- (a) Fix, influence, or stabilize prices, fees, or terms.
- (b) Limit the output or quality of products or services.
- (c) Hinder competition by non-Participants.
- (d) Coerce or discriminate against Participants.
- (e) Divide or allocate markets, territories, or customers.
- (f) Initiate a boycott.
- (g) Influence current or future prices or otherwise act in restraint of trade or engage in anticompetitive conduct.

In order to ensure that the above Policy will be fully implemented, the Corporation has adopted the following guidelines and rules.

4.2. General Operating Procedures

- (a) All Corporation Participants, committees, working groups and staff shall receive and familiarize themselves with this Policy.
- (b) Corporation legal counsel shall periodically update Participants, committees and staff concerning any antitrust issues.
- (c) Corporation legal counsel shall approve in advance all association rules and procedures, including the membership policy and rules.

(d) All meetings must follow a written agenda. The agenda should be distributed to attendees in advance of the meeting. Any question about whether an agenda item is appropriate should be raised with the Corporation legal counsel.

(e) If possible, the Corporation legal counsel shall be present at all meetings of the Board and at any other meeting at which sensitive issues will be discussed.

(f) Minutes shall be taken for all meetings. The minutes should reflect the Corporation policy of complying with antitrust laws.

(g) The minutes of all Corporation meetings should be accurate.

(h) Any action by Corporation or its Board which has the effect of rejecting a membership application should not become final without approval by the Corporation legal counsel.

(i) All Corporation Participants, committees, working groups and staff should not hold or participate in secret, or “rump” business meetings apart from the association’s regular meetings and designated social events. Social activities should remain social.

(j) All Corporation Participants, committees, working groups and staff shall report any violation of this Policy to the Corporation legal counsel.

4.3. *Membership Policy and Rules.* Corporation shall not:

(a) Exclude qualified competitors from membership in Corporation for any anticompetitive purpose.

(b) Restrict Corporation Members from dealing with non-Members.

(c) Limit access to information developed by the Corporation, unless such limitation is firmly grounded upon the need to protect trade secrets or other intellectual property rights.

4.4. *Topics of Discussion that Shall be Avoided.* No Participant, committee, working group or staff shall intentionally or unintentionally discuss the following topics (each, a “**Prohibited Topic**”) whether in a formal or informal association meeting or social event:

(a) Past, present or future prices.

(b) Terms of sale, including credit terms, discounts and rebates.

(c) Revenues, costs, profits, margins and losses, market share or other information regarding competitive performance.

(d) Business, sales, advertising, marketing or promotional plans or strategies.

(e) Expansion or retraction plans.

- (f) Allocate or fix forthcoming bids or RFPs.
- (g) Production or output levels.
- (h) Products or services a company will sell or buy, including launch dates, the customers to whom it will sell, or the suppliers from which it will buy.
- (i) Allocation of products, services, territories, markets, or customers.
- (j) Concerns about the market behavior or business activities of a competitor.
- (k) Refusal to deal or agreements to boycott a particular individual or firm.
- (l) Agreements not to compete in any fashion, including in the hiring or poaching of employees.
- (m) Using standards or certification programs to exclude suppliers or competitors for any reason other than cost-performance or technical considerations.
- (n) Conditioning the implementation of a standard on the implementer's use of products or services from a particular supplier.
- (o) Any other strategic or competitive information.

If a Prohibited Topic is discussed at a meeting, participants/staff should attempt to halt the discussion. If the discussion persists, staff or participants leading the meeting should stop the meeting and advise the Corporation legal counsel.

4.5. *Requirements for Information Exchanges and Benchmarking Activities.* Information must be provided on a fair and equal basis.

This Policy was adopted by the Board on May 4, 2020.

[End of Antitrust Policy and Guidelines]

INTERWORK ALLIANCE, INC.

CONFIDENTIALITY AND NON-DISCLOSURE POLICY

This Confidentiality and Non-Disclosure Policy (as amended from time to time, this “**Policy**”) is a policy of InterWork Alliance, Inc., a Delaware nonprofit corporation (the “**Corporation**”). All Participants in Corporation Activities (as defined below) are required to agree to and abide by the terms of this Policy.

1. Overview of this Policy and Amendments

This Policy applies to the Corporation and each Participant, and establishes Corporation’s and each Participant’s confidentiality and non-disclosure requirements relating to Confidential Information, as defined below. Participants are advised to limit disclosure of Confidential Information they do not wish the Corporation to use in connection with Corporation Activities. The requirements set forth in this Policy may be superseded only with the express written consent of the Board, may only apply prospectively, and only in a manner that applies equally to all Participants of an affected Corporation Activity (e.g. the Board authorizes a project within Corporation with alternative rules). This Policy may be amended from time to time in accordance with the Bylaws of the Corporation, and the Board will provide notice of any material changes to this Policy by making the updated Policy available to Participants.

2. Definitions

2.1. “**Board**” means the Board of Directors of the Corporation or such designees as are appointed and assigned the requisite authority by the Board of Directors.

2.2. “**Confidential Information**” means all oral and written information (including, without limitation, information in electronic form) and material, in tangible or intangible form (including, but not limited to, trade secrets, technical, employment, management, operating, business and marketing information), which the Corporation, a Participant, or its respective Representatives (each a “**Disclosing Entity**”) provides, directly or indirectly (including by permitting observation), to a Participant or its respective Representatives, or to the Corporation’s Representatives except as provided in Section 3.5 (a “**Receiving Entity**”) in connection with or in the course of Corporation Activities. Confidential Information will also include (a) prospective announcements or other public releases by the Corporation in connection with or in the course of Corporation Activities and (b) any analyses, compilations, studies or other documents prepared by the Receiving Entity that contain any Confidential Information. Notwithstanding the foregoing, the following will not be considered Confidential Information: (i) information that is publicly available, including standards, specifications and other material publicly released by the Corporation, other than due to a violation of this Policy; (ii) information that is rightfully

received from a third party without any obligation of confidentiality; (iii) information that is rightfully known to the Receiving Entity without any limitation on use or disclosure prior to its receipt from the Disclosing Entity; (iv) information that is independently developed by the Receiving Entity and is not derived by the Receiving Entity from the Confidential Information of the Disclosing Entity; or (v) information provided by the Disclosing Entity that is not related to Corporation Activities.

2.3. **“Corporation Activities”** means activities carried on by the Corporation and Corporation employees, by a Participant on behalf of the Corporation, or through the collaborative effort of more than one Participant under the auspices of the Corporation, including activities carried out by or on behalf of working groups, committees and sub-committees, task forces, and the Board.

2.4. **“Member”** means a member of the Corporation who has signed a Membership Agreement.

2.5. **“Participant”** means an individual authorized to represent a Member pursuant to the terms of the Membership Agreement, that participates in any Corporation Activities including as a working group member, committee and sub-committee member, task force member, forum participant, or software contributor. Non-members shall not participate in Corporation Activities unless an identified non-member is invited to join, in writing, for a specified activity at a pre-determined level of involvement by the Corporation management and such involvement is pursuant to an executed specific agreement which is approved by the Corporation President or Executive Director.

2.6. **“Purpose”** means the participation in and conduct of Corporation Activities, including discussions related thereto.

2.7. **“Representatives”** means Corporation’s or a Participant’s directors, officers, employees, agents, affiliates or contractors, including any third-party service providers.

3. General Responsibilities of Receiving Entity

3.1. The Receiving Entity shall keep the Disclosing Entity’s Confidential Information in confidence using the same safeguards as it uses to protect its own Confidential Information of comparable value or sensitivity, but in any event safeguards that meet or exceed industry standards for businesses similar to the Receiving Entity.

3.2. The Receiving Entity shall not, without the written consent of the Disclosing Entity, disclose or permit the Disclosing Entity’s Confidential Information to be disclosed to anyone other than the Receiving Entity’s Representatives to the extent such persons have a legitimate need to know the Confidential Information in connection with the Purpose, are

informed of the confidential nature of such information, and are subject to confidentiality obligations at least as restrictive as those contained in this Policy.

3.3. The Receiving Entity shall not use and not permit its Representatives to use the Disclosing Entity's Confidential Information for any reason other than in connection with the Purpose.

3.4. The Receiving Entity shall be fully responsible to the Disclosing Entity for its or any of its Representatives' violation of the Receiving Entity's obligations hereunder.

3.5. Corporation itself is not a Receiving Entity for purposes of this Policy, and authorized actions taken by Corporation's Representatives on behalf of Corporation shall not be subject to confidentiality or non-disclosure obligations under this Policy. Unless acting pursuant to the foregoing sentence, Corporation's Representatives are Receiving Entities under this Policy.

4. Responsibilities in the Event of Legally-Mandated Disclosure

4.1. If a Receiving Entity is required by any order of a court of competent jurisdiction, legislative or administrative body, or by any applicable law, rule, regulation, or subpoena to disclose any Confidential Information of the Disclosing Entity, including in the course of an examination by a regulatory or self-regulatory authority, then to the extent permitted by applicable law or regulation, the Receiving Entity will first provide the Disclosing Entity with prompt written notice of such requirement in order to afford the Disclosing Entity an opportunity to seek an appropriate protective order and the Receiving Entity shall, at the request and expense of the Disclosing Entity, reasonably cooperate with any such activities of the Disclosing Entity.

4.2. If the Disclosing Entity is unable to obtain or does not seek a protective order and the Receiving Entity is required to disclose the Confidential Information, then such disclosure of the Confidential Information (to the extent required by the order of the court, legislative or administrative body, or by the applicable law, rule, regulation, or subpoena as reasonably determined by the Receiving Entity's legal advisors) will not be deemed to be a violation of this Policy.

5. Return of Confidential Information

5.1. Subject to Section 5.2, upon written request of the Disclosing Entity, the Receiving Entity shall return or destroy the Disclosing Entity's Confidential Information and any physical copies to the Disclosing Entity and shall destroy any electronic copies of any such materials.

5.2. In the event of a written request from the Disclosing Entity to the Receiving Entity pursuant to Section 5.1, and subject to any additional record retention requirements under applicable law or regulation, (i) the Receiving Entity's legal counsel shall be permitted to retain one copy of the Confidential Information for evidentiary purposes only and (ii) nothing herein shall require the alteration, deletion or destruction of back-up tapes or other back-up media made in the ordinary course of business; *provided*, that in each case, the Receiving Entity informs the Disclosing Entity in writing if it retains any Confidential Information under this Section 5.2 and maintains the confidentiality of such Confidential Information and does not use such Confidential Information in a manner inconsistent with this Policy; *provided, further*, that this Section 5.2 shall not apply to written requests made pursuant to Section 5.1 within forty-five (45) days of initial disclosure in which the Disclosing Entity affirms that the Confidential Information was inadvertently disclosed.

5.3. A Disclosing Entity may require a Receiving Entity to return or destroy its Confidential Information under this Section 5 without requiring other Participants to similarly return or destroy such Confidential Information.

6. Other Limitations and Acknowledgments

6.1. Participants shall only discuss or exchange information that is related to the Purpose, and shall otherwise comply with the Corporation Antitrust Policy and Guidelines.

6.2. Nothing contained in this Policy will preclude any Participant from entering into any agreement with another Participant or a third party, or obligate any Participant to any other Participant, except as provided herein. Nothing in this Policy will compel or obligate a Participant to enter into any transaction with any other Participant or furnish information to any other Participant.

6.3. Each Participant acknowledges that the Disclosing Entity makes no representation as to the accuracy or completeness of any information or material provided as Confidential Information, and that the Disclosing Entity on behalf of itself and its Representatives disclaims any liability therefor.

6.4. All Confidential Information provided by the Disclosing Entity hereunder is, and shall remain, the property of the Disclosing Entity. Nothing herein shall be construed as granting or conferring any rights, by license or otherwise, in the Confidential Information of the Disclosing Entity except as expressly provided herein.

7. Violations; Remedies

7.1. In the event of a violation or threatened violation of this Policy by a Receiving Entity or its Representatives, the applicable Disclosing Entity will have no adequate remedy in monetary damages and, accordingly, shall be entitled, in addition to any

other right and remedies it may have in law or in equity, to seek an injunction against such violation to enjoin and restrain any violation or threatened violation of this Policy. The applicable Receiving Entity hereby agrees not to defend against such action on the basis that monetary damages are an adequate remedy.

7.2. Any violation of this Policy by a Participant constitutes a violation only by such Participant and only as to the Disclosing Party whose Confidential Information is affected thereby.

8. Term; Scope; Supersession of Other Agreements

8.1. A Receiving Entity's obligations hereunder with respect to each item of a Disclosing Party's Confidential Information shall continue in full force and effect for a period of three (3) years from the date of such disclosure, or until such earlier time as such item is no longer considered Confidential Information through no wrongful action or inaction on the part of the Receiving Party.

8.2. This Policy constitutes the full extent of rights and responsibilities as between Participants with respect to Confidential Information. For the avoidance of doubt, provided that a Participant remains in compliance with this Policy, nothing in this Policy shall be construed to restrict the involvement of such Participant in other projects or initiatives that may have similar goals as the Corporation.

8.3. This Policy supersedes any and all prior or contemporaneous oral or written agreements whether express or implied, regarding the same subject matter as this Policy, including, but not limited to, the "Confidentiality and Information Sharing Agreement" entered into by and among certain Participants prior to the formation of the Corporation.

This Policy was adopted by the Board on May 4, 2020.

[End of Confidentiality and Non-Disclosure Policy]