

ENTERPRISE ETHEREUM ALLIANCE INC.
NON-MEMBER PARTICIPATION AGREEMENT

Enterprise Ethereum Alliance Inc. (“EEA”) has working groups that collaborate to develop open freely-implementable specifications to accelerate the acceptance and deployment of Enterprise Ethereum blockchain solutions within the global marketplace, as well as guidelines and other support materials (the “**EEA Working Groups**”). In addition, EEA has other forms of participation for Members, including interest groups and workshops, and together with the EEA Working Groups, these activities collectively shall be referred to herein as the “**EEA Meetings**”. EEA Meetings shall not include an annual or special meeting of members, as such terms are defined in the EEA Bylaws. EEA has decided to make certain EEA Meetings open to non-members of EEA. EEA may invite non-members to an EEA Meeting and such non-member shall be eligible to attend such EEA Meeting provided that such non-member first executes this Non-Member Participation Confidentiality Agreement (the “**Agreement**”).

By the signature of its authorized representative below, the undersigned Company (“**the Company**”) agrees to be bound by the terms of this Agreement, as well as the terms and conditions of the EEA Antitrust Policy and Guidelines. A copy of the EEA Antitrust Policy and Guidelines is available for review upon request to EEA.

During its participation in EEA Meetings, the Company may receive or encounter Confidential Information of EEA or EEA Members. “**Confidential Information**” means any non-public information disclosed to Company or encountered or received by Company in connection with the EEA Meeting or otherwise pertaining to EEA, whether received from EEA or a Member of EEA. With respect to Confidential Information, the Company agrees, for a period of five (5) years from the date of disclosure, not to use the Confidential Information for any purpose other than in connection with the EEA Meeting, and to use the same care and discretion to avoid disclosure, publication, and dissemination outside the Company as the Company employs with its own Confidential Information, but no less than reasonable care. The foregoing obligation will not apply to any information which is: (a) already known by the Company prior to disclosure; (b) publicly available through no fault of the Company; (c) rightfully received without a duty of confidentiality; (d) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (e) independently developed by the Company; (f) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the Company provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (g) disclosed by the Company with the disclosing party’s prior written approval.

The Company hereby acknowledges and agrees that: (A) the Company will not be considered a “Member” of EEA as a result of this Agreement; and (B) nothing under this Agreement grants the Company any right to use EEA’s trademarks, and the Company will not use such trademarks without EEA’s prior written consent.

Company acknowledges and agrees that it shall not have any right to any intellectual property of EEA or any of its Members by virtue of its attendance or participation in the EEA Meetings, and therefore any participation or attendance by the Company or its authorized representative is deemed to be a voluntary acceptance and waiver of such rights. Individual participation and contribution by the Company or its authorized representative in an EEA Meeting are voluntary.

To the extent Company makes a contribution to any EEA Specification or Document, Company hereby grants to EEA 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 EEA. Company and its representative(s) understand, acknowledge, and agree that if any of Company's representatives participate in the development of a draft Specification under consideration by EEA that the patent terms contained in Annex 1, attached to this Agreement, are applicable to the Company, including certain patent disclosure obligations of the Company. The Company and its representative(s) understand, acknowledge, and agree that any information shared at an EEA Meeting may be publicly made available and that by sharing the information at the EEA Meeting the Company or its authorized representative is choosing to make any shared information publicly available. The Company warrants and represents that any contribution or participation by the Company or its authorized representatives in connection with the EEA Meeting will not violate any other party's privacy or proprietary rights. EEA 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 the EEA Meetings regardless of the level of contributions of any individual company engaged in the development thereof. "**Document**" in this Agreement means any document or other work of authorship created in the course of or in connection with EEA Meetings, excluding 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. "**Specification**" means any protocol, standard, specification, interoperability requirement, data definitions, or similar technology adopted by EEA 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. The Company retains all rights in their contributions, subject only to the license granted in this section and to EEA's copyright ownership of the Document or Specification.

Company acknowledges that Company has no ongoing right to any EEA or Member information and will immediately return any and all documentation upon request of EEA.

Any claim or dispute arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws. This Agreement, together with the EEA Antitrust Policy and Guidelines, contains the entire agreement with regard to the Company's participation in the EEA Meetings, and supersedes any prior or contemporaneous agreements, understandings, writings, or communications, whether written or oral, regarding the Company's participation in the EEA Meetings. Capitalized terms used in this Agreement, but not defined herein, shall have the meanings ascribed to them in the EEA Bylaws.

(Signature page follows)

By its signature below, the undersigned hereby represents to EEA that they have all power and authority necessary to bind the Company to the terms of this Agreement.

Company Name:

By:

Signatory Name:

Title:

Date:

Acceptance:

This Agreement is accepted by EEA as of this _____ day of _____, 20__.

Enterprise Ethereum Alliance Inc., a Delaware
Nonprofit Corporation

By: _____

Name: _____

Title: _____

Annex 1

Patent Disclosure and Licensing Terms for Participants in EEA Meetings

For purposes of this Annex 1, the non-member Company that has executed the Agreement is considered to be a Participant, as the capitalized term is used in this Annex 1, to the extent the non-member Company attends a EEA Meeting. All other capitalized terms used in this Annex 1 shall have the meanings ascribed to them in the EEA Intellectual Property Rights Policy (“**EEA IPR Policy**”), a copy of which will be provided to non-member Company upon request. Notwithstanding the above, this Annex 1 does not alter or modify the EEA IPR Policy. The Participants described EEA IPR Policy will continue to be Participants, and the non-Member Company that attends the EEA Meeting is considered a Participant in addition to all other Participants. References below to “**this Policy**” shall refer to the terms of EEA IPR Policy, including the sections included in this Annex 1.

1.1 *Patentable Inventions Created in the Course of EEA Activities.* Any patentable subject matter developed by one or more Participants solely in the course of their support of EEA Activities (“**EEA Inventions**”) will be owned by such Participants. For the avoidance of doubt, EEA Inventions do not include inventions developed by Participants prior to, or outside the scope of, their participation in EEA Activities. Each Participant owning a Necessary Claim in its contribution to an EEA Invention shall grant, and hereby does grant, to any implementer of such EEA Invention a limited, royalty-free, perpetual, worldwide, non-exclusive, irrevocable license (except as provided in Section 1.4) under such Necessary Claims to make, have made, use, offer to sell, sell and import only such EEA Invention, alone and not in combination with any other technology, and solely to the extent that the EEA Invention is used in the implementation of any applicable Specifications; *provided, however*, that the foregoing license shall not extend to uses

of EEA Inventions in combination with any other technology where infringement of such Necessary Claims results from such combination.

1.2 *Required Disclosure of Relevant Patent Rights*

(a) *General Disclosure Obligations*

- An Individual who participates in the development of a draft Specification under consideration by EEA 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 EEA pursuant to Section 1.2(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.

- Disclosure under this Section 1.2(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 1.2(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 1.2(a).

- 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.

- 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 1.3(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.

1.3 *Licensing Declarations*

- If a disclosure is required under Section 1.2, at the same time as such disclosure is made under Section 1.2, 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 1.3(b), it will not license its patent rights to Necessary Claims.

- The option under Section 1.3(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.

1.4 *Defensive Suspension of License Grant.* In the event that a licensee under Sections 1.1 or 1.3(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 EEA-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.

1.5 *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 1.

1.6 *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.

1.7 *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 1.7, 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).