THE LINUX FOUNDATION
Membership Agreement

The Linux Foundation (“The Linux Foundation”) is a nonprofit mutual benefit corporation, created for the purposes of “promoting, protecting, and standardizing Linux and open source software.” Thank you for agreeing to join The Linux Foundation and for your help in our communities to achieve this purpose.

Please have this agreement executed by an authorized representative of your company (“Member”) and send a copy in PDF form by email to membership@linuxfoundation.org. A countersigned copy will be returned to you by email for your records when your eligibility for membership has been confirmed and an invoice will be sent (by email unless you request hard-copy invoices below) to you for payment of applicable membership fees. Note that this is not an indication of interest; execution of this agreement creates an irrevocable, binding obligation for the Member to make the payments provided for and to otherwise perform in accordance with its terms. Except as otherwise authorized by The Linux Foundation, membership rights and privileges will commence after membership dues are paid in full and will continue for so long as you remain in "Good Standing" under The Linux Foundation’s good standing policy. The Linux Foundation may refuse any Participation Agreement submitted by a member that has payment obligations outstanding to The Linux Foundation or to any other The Linux Foundation directed fund.

Name of Member: ____________________________________________

Please select a Membership Class below:

<table>
<thead>
<tr>
<th>Select</th>
<th>Membership Class</th>
<th>Dues¹,²</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>Platinum</td>
<td>$500,000</td>
</tr>
<tr>
<td>☐</td>
<td>Gold</td>
<td>$100,000</td>
</tr>
<tr>
<td>☐</td>
<td>Silver</td>
<td>See Fee Scale</td>
</tr>
</tbody>
</table>

Silver Dues Scale

<table>
<thead>
<tr>
<th>Select</th>
<th>Consolidated Employees³</th>
<th>Annual Dues¹,²</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>5,000 employees and above</td>
<td>$20,000</td>
</tr>
<tr>
<td>☐</td>
<td>Between 500 and 4999</td>
<td>$15,000</td>
</tr>
<tr>
<td>☐</td>
<td>Between 100 and 499</td>
<td>$10,000</td>
</tr>
<tr>
<td>☐</td>
<td>Between 1 and 99</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

¹ All Fee amounts are based in US Dollars. The initial membership period will 12 months and be invoiced on that basis. The first renewal invoice will be prorated for the remainder of that
calendar year ("stub period"). Thereafter, membership will proceed on a calendar-year based renewal cycle.

2 Membership applications signed before the 15th of the month will be invoiced as if active on the first of the month of signature. Agreements signed on or after the 15th will be invoiced as if active on the 1st of the following month.

3 Consolidated employees include all employees of the related companies, including any direct and indirect parent companies, and all sister, and subsidiary entities, excluding third party contractors.

4 Please note the total number of directors appointed by Platinum members is limited in The Linux Foundation’s Bylaws. Applicants for Platinum membership will not be assured of an immediate board seat if all Platinum seats are occupied.

Please enter your consolidated employee headcount:

Consolidated employee headcount: ________________________

Press Release for new Members: The Linux Foundation will periodically announce new members via press releases and include your company logo on our web page displaying all our members.

Please initial here if do not want The Linux Foundation to announce your membership via press release: _____

Please initial here if you do not want The Linux Foundation to include your company logo at The Linux Foundation Website: _____

By signing below, the Member acknowledges and agrees that, when countersigned and accepted by The Linux Foundation, this application represents a binding contract between the parties and commits the Member to the following terms and obligations:

1. Member will make payment of annual and stub year membership dues, as determined from time to time by the Board of Directors, within thirty days of date of invoice from The Linux Foundation. Notice of any increase in membership dues for the following calendar year will be given on or before November 15 in the current calendar year.

2. Member’s membership, and its obligation to pay membership dues for the following stub or calendar year, will continue to renew, unless the Member delivers written notice of non-renewal prior to The Linux Foundation on or before the first day or the last month of its initial membership term, or by December 1 of any calendar membership year. Member acknowledges that The Linux Foundation and its members depend on reliable membership renewal information to budget effectively, and that The Linux Foundation’s ability to provide services to its members will suffer in the event of nonpayment of Member’s membership dues.

3. Member will comply with all the terms and conditions of The Linux Foundation’s Bylaws, as they may be amended, and of such policies as the Board of Directors and/or committees of the Board may adopt, provided, however, that, with respect to policies applicable generally to all The Linux Foundation members, The Linux Foundation agrees that it will not adopt and require
compliance with, or amend, any policy relating to patents or other intellectual property rights unless it gives at least sixty (60) days’ notice to members prior to the effective date of such policy, or amendment, during which time the Member may choose to cancel its Membership. The Linux Foundation does not have an intellectual property policy related to The Linux Foundation membership. The technical governance and intellectual property policies for each technical project community hosted by The Linux Foundation and its affiliates (including LF Projects, LLC) are set forth under the applicable charter for each project. Member agrees to comply with the charters of any specific project that it chooses to contribute to.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
By signing below, the Member agrees to be bound by the terms and conditions of this Agreement.

Effective as of the date of The Linux Foundation signature below:

Member: ____________________________  The Linux Foundation

______________________________  ______________________________
Signature  Signature

______________________________  ______________________________
Name  Name

______________________________  ______________________________
Title  Title

______________________________  ______________________________
Date  Date
Primary Project Contact
(for all notices, including voting)
Name: ___________________________________________________
Title: ___________________________________________________
Phone No: _________________________________________________
E-mail: ___________________________________________________

Primary Technical Contact
Name: ___________________________________________________
Title: ___________________________________________________
Phone No: _________________________________________________
E-mail: ___________________________________________________

Primary Marketing Contact
Name: ___________________________________________________
Title: ___________________________________________________
Phone No: _________________________________________________
E-mail: ___________________________________________________

Primary PR Contact
(For approving press releases or quotes with respect to the Project)
Name: ___________________________________________________
Title: ___________________________________________________
Phone No: _________________________________________________
E-mail: ___________________________________________________

Legal Contact
(This contact should be your primary in-house attorney for open source matters with respect to the Project. If you do not have in-house counsel, please leave this blank.)
Name: ___________________________________________________
Title: ___________________________________________________
Phone No: _________________________________________________
E-mail: ___________________________________________________
THE LINUX FOUNDATION

Hyperledger Project
Directed Fund Project Participation Agreement

Thank you for your interest in participating in the Hyperledger Project (“HLP”). Please note that you must be a Member of The Linux Foundation (LF) to be eligible to participate as a Member of HLP. For further information, visit the Corporate Membership page at the LF Web Site.

Participants will enjoy the privileges and undertake the obligations described in the Hyperledger Project Charter, Exhibit B, as from time to time amended by the Governing Board with the approval of The Linux Foundation (“LF”) and will comply with all such policies as the LF Board of Directors and/or the HLP Governing Board may from time to time adopt with notice to members, including but not limited to the intellectual property provisions relating to an HLP Member’s contributions set forth in the Charter. The Governing Board shall give all Premier and General Members at least thirty (30) days’ notice prior to the date on which any material change to the Hyperledger Project Charter or any HLP policy or procedure governing intellectual property will be effective, such that the Member may resign its membership prior to the effective date.

Please have this agreement executed by an authorized representative of the Linux Foundation member organization and send a copy in PDF form by email to membership@linuxfoundation.org. A countersigned copy will be returned to you by email for your records when your eligibility for membership has been confirmed and an invoice will be emailed to you for payment of applicable membership fees. Note that this is not an indication of interest; execution of this agreement creates an irrevocable, binding obligation for the member company to make the payments provided for and to otherwise perform in accordance with its terms.

For all members, an initial full year’s payment of fees is due upon receipt and acceptance of an executed membership agreement and payable within thirty (30) days of the date of invoice from the LF. Premier members undertake an initial two (2) year membership commitment as described below. All Fee amounts are irrevocable commitments based in US Dollars. In no event shall fees be refunded, upon a Member’s resignation or otherwise.

Notice of any increase in participation fees for the following calendar year will be given on or before October 15 in the current calendar year. Member’s participation for each calendar year, and its obligation to pay participation fees for the following calendar year, will renew annually, unless the applicant delivers written notice of non-renewal to the LF on or before December 1 of the current membership year. Applicant acknowledges that the LF and other HLP members depend upon reliable participation renewal information to budget effectively, and that the LF’s ability to provide services to the HLP would suffer in the event of nonpayment of participation fees.
2018-04-16

Name of Member Company: _________________________________

Please check off your desired Membership class.

<table>
<thead>
<tr>
<th>Select</th>
<th>Membership Class</th>
<th>Annual Membership Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>Premier Member¹</td>
<td>$250,000</td>
</tr>
<tr>
<td>☐</td>
<td>General Member</td>
<td>See Fee Scale</td>
</tr>
<tr>
<td>☐</td>
<td>Associate (pre-approved non-profits, open source projects, and government entities)</td>
<td>$0</td>
</tr>
</tbody>
</table>

¹ Premier membership is limited to twenty-one (21) Premier members and requires an initial two (2) year membership commitment. One year’s fees are due on acceptance as a member, and the second year’s fees are due at the first anniversary of membership. At the third anniversary of membership, if membership is renewed, a pro-rated amount of the applicable fees for the remainder of that calendar year will be invoiced (and membership will proceed on a calendar-year based renewal cycle thereafter).

General Membership Fee Scale:

In calculating the appropriate fee for General membership, please indicate your current consolidated employee headcount here ____________.

<table>
<thead>
<tr>
<th>Select</th>
<th>Consolidated Employees¹</th>
<th>General Fees²</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>5,000 and above</td>
<td>$50,000</td>
</tr>
<tr>
<td>☐</td>
<td>Between 2,000 and 4,999</td>
<td>$30,000</td>
</tr>
<tr>
<td>☐</td>
<td>Between 500 and 1,999</td>
<td>$20,000</td>
</tr>
<tr>
<td>☐</td>
<td>Between 50 and 499</td>
<td>$10,000</td>
</tr>
<tr>
<td>☐</td>
<td>Less than 50</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

¹ Consolidated employees include all employees of the related companies, including any direct and indirect parent companies, and all sister and subsidiary entities. Employees do not include third party contractors.

² For General Members, at the first anniversary of membership, if membership is renewed, a pro-rated amount of fees for the remainder of that calendar year will be assessed (and membership will proceed on a calendar-year based renewal cycle thereafter).

PR: Please initial here if you do not want the LF to consider announcing your participation via press release: ____

Please initial here if you do not want the LF to include your company logo on the HLP website: ____
By signing below, the member acknowledges and agrees that, when signed and accepted by the LF, this agreement represents a binding contract between the parties and commits the applicant to these terms and obligations:

Authorized Representative of Member

____________________________

(Print Member Name)

Signature

____________________________

Signature

Lisbeth McNabb

Name

Title

Date

Accepted:

THE LINUX FOUNDATION

____________________________

Accepted:

Signature

____________________________

Signature

Name

Title

Date
Exhibit A

Primary Project Contact
(for all notices, including voting)
Name: ___________________________________________
Title: ___________________________________________
Phone No: _______________________________________
E-mail: _________________________________________

Primary Technical Contact
Name: ___________________________________________
Title: ___________________________________________
Phone No: _______________________________________
E-mail: _________________________________________

Primary Marketing Contact
Name: ___________________________________________
Title: ___________________________________________
Phone No: _______________________________________
E-mail: _________________________________________

Primary PR Contact
(For approving press releases or quotes with respect to the Project)
Name: ___________________________________________
Title: ___________________________________________
Phone No: _______________________________________
E-mail: _________________________________________

Legal Contact
(This contact should be your primary in-house attorney for open source matters with respect to the Project. If you do not have in-house counsel, please leave this blank.)
Name: ___________________________________________
Title: ___________________________________________
Phone No: _______________________________________
E-mail: _________________________________________
Billing Address

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Billing Contact
(All invoices will be sent to this e-mail address unless the Member directs otherwise)
Name: ______________________________________________________________
Title: ________________________________________________________________
Phone No: ____________________________________________________________
E-mail: ______________________________________________________________

Please indicate preferred method(s) for receiving invoices:

__ PDF via email
__ Hard copy via FedEx

Is a Purchase Order (PO) required?

__ Yes, contact to provide PO#:
   Name: ______________________________________________________________
   E-mail: _____________________________________________________________
   __________________________

__ No

The mission of HLP is to:

a. create an enterprise grade, open source distributed ledger framework and code base, upon which users can build and run robust, industry-specific applications, platforms and hardware systems to support business transactions.

b. create an open source, technical community to benefit the ecosystem of HLP solution providers and users, focused on blockchain and shared ledger use cases that will work across a variety of industry solutions;

c. promote participation of leading members of the ecosystem, including developers, service and solution providers and end users; and

d. host the infrastructure for HLP, establishing a neutral home for community infrastructure, meetings, events and collaborative discussions and providing structure around the business and technical governance of HLP.

2. Membership.

a. HLP shall be composed of Premier, General and Associate Members. All Premier and General Members must be current corporate members of The Linux Foundation (at any level) to participate in HLP as a member. Anyone may propose a contribution to HLP’s technical codebase regardless of membership status. All participants in HLP, including Associate Members, enjoy the privileges and undertake the obligations described in this Hyperledger Project Charter, as from time to time amended by the Governing Board with the approval of The Linux Foundation (“LF”). During the term of their membership, all members will comply with all such policies as the LF Board of Directors and/or the HLP may from time to time adopt with notice to members.

b. The Associate Member category of membership is limited to non-profits, open source projects, and government entities, and requires approval by the Governing Board of HLP (“Governing Board”), or, if the Governing Board sets criteria for joining as an Associate Member, the meeting of such criteria. If the Associate Member is a membership organization, Associate Membership in HLP does not confer any benefits or rights to the members of the Associate Member.
2019-01-13

c. Premier Members shall be entitled to appoint a representative to the Governing Board, the Marketing Committee and any other committees established by the Governing Board.

d. General Members shall be entitled to annually elect one representative to the Governing Board for every ten (10) General Members, up to a maximum of two (2) representatives, provided that there shall always be at least one (1) General Member representative, even if there are less than ten (10) General Members. The election process shall be determined by the Governing Board.

e. Premier Members, General Members and Associate Members shall be entitled to:
   i. participate in Project general meetings, initiatives, events and any other activities; and
   ii. identify themselves as members of, or participants in, HLP.

3. Governing Board

a. Composition – the Governing Board voting members shall consist of:
   i. Up to twenty-one (21) Premier Members with one representative appointed by each Premier Member;
   ii. elected General Member representative(s) per Section 2.d.;
   iii. the Chair elected by the TSC, as defined in Section 4 below.

b. Conduct of Meetings
   i. Governing Board meetings shall be limited to the Governing Board representatives and follow the requirements for quorum and voting outlined in this Charter. The Governing Board may decide whether to allow one named representative to attend as an alternate.
   ii. The Governing Board meetings shall be confidential unless approved by the Governing Board. The Governing Board may invite guests to participate in consideration of specific Governing Board topics (but such guest may not participate in any vote on any matter before the Governing Board). The Governing Board should encourage transparency, including the public publication of public minutes within a reasonable time following their approval by the Governing Board.

c. Responsibilities – the Governing Board shall be responsible for:
   i. approving a budget directing the use of funds raised by HLP from all sources of revenue;
ii. electing a Chair of HLP to preside over Governing Board meetings, authorize expenditures approved by the budget and manage any day-to-day operations;

iii. overseeing all Project business and marketing matters;

iv. adopt and maintain policies or rules and procedures for HLP (subject to LF approval) including but not limited to a Code of Conduct, a trademark policy and any compliance or certification policies;

v. working with the TSC on defining and administering any programs for certification, including any Project certification or processes for HLP;

vi. approving procedures for the nomination and election of (1) General Member representatives to the Governing Board, and (2) any officer or other positions created by the Governing Board.

vii. voting on all decisions or matters coming before the Governing Board.

4. Technical Steering Committee (“TSC”)

a. Composition

i. Startup Period: During the first six (6) months after project launch, the TSC voting members shall consist of one (1) appointed representative from each Premier Member and each Top Level Project Maintainer, provided that no company (including related companies or affiliates under common control) shall have more than three (3) votes on the TSC.

ii. Steady State: After the Startup Period, there shall be a nomination and election period for electing Contributors or Maintainers to the TSC. The TSC voting members shall consist of eleven (11) elected Contributors or Maintainers chosen by the Active Contributors. An Active Contributor is defined as any Contributor who has had a contribution accepted into the codebase during the prior twelve (12) months. The TSC shall approve the process and timing for nominations and elections held on an annual basis.

b. TSC projects generally will involve Maintainers and Contributors:

i. Contributors: anyone in the technical community that contributes code, documentation or other technical artifacts to the HLP codebase.

ii. Maintainers: Contributors who have the ability to commit code and contributions to a project’s main branch on an HLP project. A Contributor may become a Maintainer by a majority approval of the existing Maintainers.
c. Participation in HLP through becoming a Contributor and/or Maintainer is open to anyone. The TSC may:
   
   i. establish work flows and procedures for the submission, approval and closure or archiving of projects,
   
   ii. establish criteria and processes for the promotion of Contributors to Maintainer status, and
   
   iii. amend, adjust and refine the roles of Contributors and Maintainers listed in Section 4.b., create new roles and publicly document responsibilities and expectations for such roles, as it sees fit.

d. The TSC shall elect a TSC Chair, who will also serve as a voting member of the Governing Board, and is expected to act as a liaison between the Governing Board and technical leadership of HLP.

e. Responsibilities: The TSC is responsible for:
   
   i. coordinating the technical direction of HLP;
   
   ii. approving project proposals (including, but not limited to, incubation, deprecation and changes to a project’s charter or scope) in accordance with a project lifecycle document to be developed, approved and maintained by the TSC;
   
   iii. designating Top Level Projects;
   
   iv. creating sub-committees or working groups to focus on cross-project technical issues or opportunities;
   
   v. communicating with external and industry organizations concerning Project technical matters;
   
   vi. appointing representatives to work with other open source or standards communities;
   
   vii. establishing community norms, workflows or policies for releases;
   
   viii. discussing, seeking consensus, and where necessary, voting on technical matters relating to the code base that affect multiple projects; and
   
   ix. establishing election processes for Maintainers or other leadership roles in the technical community that are not within the scope of any single project.
5. Marketing Committee

a. Composition: the Marketing Committee shall consist of:

   i. one appointed voting representative from each Premier Member;

   ii. non-voting representative(s), appointed by members of any other class of membership; and

   iii. any non-voting Maintainer appointed by the TSC.

b. Responsibilities: The Marketing Committee shall be responsible for designing, developing and executing marketing efforts on behalf of the Governing Board. The Marketing Committee is expected to coordinate closely with the Governing Board, end user and technical communities to maximize the outreach and visibility of HLP throughout the industry.

7. Voting

a. While it is the goal of HLP to operate as a consensus based community, if any decision requires a vote to move forward, the representatives of the Governing Board, TSC, or Marketing Committee, as applicable, shall vote on a one vote per voting representative basis.

b. Quorum for Governing Board, TSC, or Marketing Committee meetings shall require two-thirds of the voting representatives. The Governing Board, TSC, or Marketing Committee may continue to meet if quorum is not met, but shall be prevented from making any decisions at the meeting. Any Governing Board representative who fails to attend two consecutive Governing Board meetings will not be counted for purposes of determining quorum requirements as of the third consecutive meeting and until they next attend a Governing Board meeting.

c. Except as provided in Section 13.d. and 14.a., decisions by vote at a meeting shall require a majority vote, provided quorum is met. Except as provided in Section 13.d. and 14.a., decisions by electronic vote without a meeting shall require a majority of all voting representatives.

d. In the event of a tied vote with respect to an action that cannot be resolved by the Governing Board, the chair shall be entitled to refer the matter to the LF for assistance in reaching a decision. For all decisions in the TSC, Marketing Committee or other committee created by the Governing Board, if there is a tie vote, the matter shall be referred to the Governing Board.

e. All resolutions proposed for adoption by the Governing Board at a meeting, excluding resolutions to adopt minutes, shall be circulated in draft form to the members of the Governing Board at least two business days prior to the date of the meeting, and the text of such draft votes may be altered at such meeting.
8. Antitrust Guidelines


b. All members shall encourage open participation from any organization able to meet the membership requirements, regardless of competitive interests. Put another way, the Governing Board shall not seek to exclude any member based on any criteria, requirements or reasons other than those that are reasonable and applied on a non-discriminatory basis to all members.

9. Code of Conduct

a. The Governing Board shall adopt a specific Project code of conduct, with approval from the LF.

10. Budget

a. The Governing Board shall approve an annual budget and never commit to spend in excess of funds raised. The budget and the purposes to which it is applied shall be consistent with the non-profit mission of The Linux Foundation.

b. The Linux Foundation shall provide the Governing Board with regular reports of spend levels against the budget. In no event will The Linux Foundation have any obligation to undertake any action on behalf of HLP or otherwise related to HLP that will not be covered in full by funds raised by HLP.

c. In the event any unbudgeted or otherwise unfunded obligation arises related to HLP, The Linux Foundation will coordinate with the Governing Board to address gap funding requirements.

11. General & Administrative Expenses

a. The Linux Foundation shall have custody of and final authority over the usage of any fees, funds and other cash receipts.

b. A General & Administrative (G&A) fee will be applied by the Linux Foundation to funds raised to cover Finance, Accounting, and operations. The G&A fee shall equal 9% of HLP’s first $1,000,000 of gross receipts and 6% of HLP’s gross receipts over $1,000,000.

c. Under no circumstances shall The Linux Foundation be expected or required to undertake any action on behalf of HLP that is inconsistent with the tax exempt purpose of The Linux Foundation.
12. General Rules and Operations. The HLP project shall be conducted so as to:

a. engage in the work of the project in a professional manner consistent with maintaining a cohesive community, while also maintaining the goodwill and esteem of The Linux Foundation in the open source software community;

b. respect the rights of all trademark owners, including any branding and usage guidelines;

c. engage The Linux Foundation for all HLP press and analyst relations activities;

d. upon request, provide information regarding Project participation, including information regarding attendance at Project-sponsored events, to The Linux Foundation;

e. coordinate with The Linux Foundation in relation to any websites created directly for HLP; and

f. operate under such rules and procedures as may from time to time be approved by the Governing Board and confirmed by The Linux Foundation.

13. Intellectual Property Policy

a. Members agree that all new inbound code contributions to HLP shall be made under the Apache License, Version 2.0 (available at http://www.apache.org/licenses/LICENSE-2.0). All contributions shall be accompanied by a Developer Certificate of Origin sign-off (http://developercertificate.org) that is submitted through a Governing Board and LF-approved contribution process. Such contribution process will include steps to also bind non-Member Contributors and, if not self-employed, their employer, to the licenses expressly granted in the Apache License, Version 2.0 with respect to such contribution.

b. All outbound code will be made available under the Apache License, Version 2.0.

c. All documentation will be contributed to and made available by HLP under the Creative Commons Attribution 4.0 International License (available at http://creativecommons.org/licenses/by/4.0/).

d. If an alternative inbound or outbound license is required for compliance with the license for a leveraged open source project or is otherwise required to achieve HLP’s mission, the Governing Board may approve the use of an alternative license for specific inbound or outbound contributions on an exception basis. Any exceptions must be approved by a two-thirds vote of the entire Governing Board and the LF and must be limited in scope to what is required for such purpose. Please email legal@hyperledger.org to obtain exception approval.
e. Subject to available Project funds, HLP may engage The Linux Foundation to determine the availability of, and register, trademarks, service marks, and certification marks, which shall be owned by the LF.

14. Amendments

a. This charter may be amended by a two-thirds vote of the entire Governing Board, subject to approval by The Linux Foundation.