

THE LINUX FOUNDATION

Membership Agreement

Effective: 2020-06-12

The Linux Foundation (“The Linux Foundation”) is a nonprofit mutual benefit corporation, for the purposes of “supporting, promoting, protecting, and standardizing Linux and open source software and technologies.” 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 submit an executed electronic agreement via our online system or send an executed 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 to you for payment of applicable membership fees. The Linux Foundation will rely on the contact information provided in Exhibit A for any notices.

Note that this Agreement 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. 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.

Fees and Initial Membership Term

All membership Fees are based in US Dollars. All membership privileges will commence starting the date of execution of this Agreement. Unless agreed otherwise, all Fees will be due within thirty days of receipt of an invoice and subject to the Linux Foundation’s [Good Standing Policy](#).

For the purposes of calculating Silver membership fees, 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.

Membership Agreements 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 of the month will be invoiced as if active on the 1st of the following month. The month listed on the invoice is the “Invoice Month”.

The “Initial Membership Term” will start the date of execution of this Agreement and continue for 12 months from the Invoice Month.

Platinum membership is limited by The Linux Foundation’s Bylaws. Agreements for Platinum membership will not be accepted or assured of an immediate board seat if all Platinum seats are occupied or otherwise limited.

Member acknowledges that The Linux Foundation and its members depend upon reliable membership renewal information to budget effectively, and that The Linux Foundation's ability to provide support to its communities and members will suffer in the event of nonpayment of membership Fees.

Renewal Term:

The first renewal membership period and invoice will be prorated for the remainder of that calendar year (a “Stub Period”). Starting at the second renewal of membership, membership will renew for successive 12-month terms (“Renewal Term”) on a calendar year basis.

Notice of any increase in membership dues for the Stub Period or Renewal Term will be given on or before November 15 in the current calendar year.

Membership will renew automatically unless the Member delivers written notice of non-renewal to The Linux Foundation:

- a) on or before the first day of the last month of its Initial Membership Term, or
- b) by December 1 of any calendar membership year.

Compliance with Bylaws, Policies, and Project Charters

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 Linux Foundation Bylaws and Policies are available at: <https://www.linuxfoundation.org/policies>. The technical governance and intellectual property policies for each technical project community hosted by The Linux Foundation and its affiliates (including LF Projects, LLC and Joint Development Foundation 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.

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Name of Member Company: . _____

Membership Level (see Exhibit B): _____

Consolidated Employees (if applicable): _____

PR/Logo Usage: Do we have your permission to:

...display your logo on the website (Yes or No)? _____

...announce your participation via press release (Yes or No)? _____

Preferred method(s) for receiving invoices (PDF or Hard Copy) _____

Is a Purchase Order (PO) required (Yes or No)? _____

If Yes, please provide the following details:

Name: _____

E-mail: _____

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:

Accepted:

	THE LINUX FOUNDATION
(Print Member Name)	
Signature	Signature
Name	Name
Title	Title
Date	Date

Exhibit A

Primary LF Contact

(for all notices, including voting where applicable)

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 LF)

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 LF. 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: _____

Not for Execution

Exhibit B – Membership Levels

The current Linux Foundation Membership levels and annual fees are as stated below:

LF Platinum: \$500,000

LF Gold: \$100,000

LF Silver:

- Under 100 employees: \$5,000
- 100-499 employees: \$10,000
- 500-4,999 employees: \$15,000
- 5,000 or more employees: \$20,000

LF Associate membership is available for non-profit, open source, and government entities at no cost.

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.

Membership 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.

Contact Information: If you are an existing LF Member, all legal, billing and financial notices from the LF relating to your participation will be sent to the individuals already on file with the LF under those categories unless you designate a different individual in Exhibit A.

Premier Membership Term:

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 Term and Fee Scale:

In calculating the appropriate fee for General membership, please indicate your current consolidated employee headcount in the membership level selected. 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.

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).

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Name of Member Company: _____

Membership Level (*see Exhibit C*): _____

Consolidated Employees (*if applicable*): _____

PR/Logo Usage: Do we have your permission to:

...display your logo on the Directed Fund's website (Yes or No)? _____

...announce your participation via press release (Yes or No)? _____

Preferred method(s) for receiving invoices (PDF or Hard Copy): _____

Is a Purchase Order (PO) required (Yes or No)? _____

If Yes, please provide the following details:

Name: _____

E-mail: _____

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

Accepted:

THE LINUX FOUNDATION

(Print Member Name)

Signature

Signature

Name

Name

Title

Title

Date

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: _____

Not for Execution

Exhibit B

Hyperledger Project Charter

The Linux Foundation

Effective 22 January 2016 (Amended 20 December 2019)

1. Mission of Hyperledger Project (“HLP”).

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.

- 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. There shall be an annual nomination and election period for electing Contributors or Maintainers to the TSC. The TSC voting members shall consist of fifteen (15) 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.

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.

6. 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 12.d. and 13.a., decisions by vote at a meeting shall require a majority vote, provided quorum is met. Except as provided in Section 12.d. and 13.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.

7. Antitrust Guidelines

- a. All members shall abide by The Linux Foundation Antitrust Policy available at <http://www.linuxfoundation.org/antitrust-policy>.
- 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.

8. Code of Conduct

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

9. 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.

10. 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.

11. 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.

12. 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.

13. Amendments

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

Not for Execution

Exhibit C

Membership Levels

The membership levels and associated fees are listed below.

Membership Class	Annual Membership Fees
Premier Member	\$250,000
General Member	See Fee Scale
Associate Member (pre-approved non- profits, open source projects, and government entities)	\$0

The annual fee for General membership is determined according to the following table, based on your current consolidated employee headcount:

Consolidated Employees	General Fees
5,000 and above	\$50,000
Between 2,000 and 4,999	\$30,000
Between 500 and 1,999	\$20,000
Between 50 and 499	\$10,000
Less than 50	\$5,000

Linux Foundation Membership Information. Your organization will need to be a current member of the LF. If your organization is already a member of the LF, there is no need to do anything. If you are not a member of the LF, there are three tiers of LF membership available. The fees associated with each level of LF membership are included below for non-members to easily reference. Please visit the Corporate Membership page at the LF web site for full details:

- LF Platinum – \$500,000
- LF Gold – \$100,000
- LF Silver – Under 100 employees: \$5,000; 100-499 employees: \$10,000; 500-4,999 employees: \$15,000; 5,000 or more employees: \$20,000.
- LF Associate membership is available for non-profit, open source, and government entities at no cost.