

DIGITAL DOLLAR PROJECT

INTELLECTUAL PROPERTY RIGHTS AND COMPLIANCE POLICY

As approved on December 20, 2021

1. IPR Generally

1.1 Purpose

Digital Dollar Project ("DDP") has adopted this Intellectual Property Rights Policy ("Policy") and related rules of procedure ("Rules of Procedure") to minimize the possibility of inadvertent infringement of the IPR of Members and third parties using any Deliverable.

1.2 Applicability

All Members and any third parties participating in any Working Group are subject to this Policy and the Rules of Procedure.

1.3 Scope

DDP currently supports three types of Working Groups, those chartered to (i) develop white papers, guidelines, and other informative documents ("Document Working Groups"), (ii) conduct and document surveys ("Survey Working Groups"), and (iii) conduct joint development activities ("Joint Development Working Groups"). If at any time the Project decides to charter Working Groups for other type(s) of activities (e.g., standards development), this Policy will be amended in the manner set forth in DDP Bylaws.

2. Additional Definitions

Term	Definition
Charter	A Board of Directors approved document describing the purpose, scope, and Deliverables of a Working Group.
Data Submission	A Submission comprising data or other information intended for inclusion in Survey Working Group Deliverable.
Deliverable	A Draft Deliverable that is adopted in the manner provided for in the Rules of Procedure.
Draft Deliverable	Any document or other material developed by a Working Group.
IPR	An abbreviation of "Intellectual Property Rights". As used in this Policy, IPR means claims in patents and patent applications and copyrights, but excludes trademarks and trade secrets, which are not included in a Participant and Member's licensing obligations.
Member	DDP member of any class of DDP membership.
Patent	A patent issued or applied for anywhere in the world.
Working Group	DDP activity with a Charter.

RAND	Reasonable and Non-discriminatory
Submission	An affirmative and knowing contribution of IPR with the intention that such IPR be considered for inclusion in a Deliverable.
Submitter	A Working Group member making a Submission.

3. Terms Applicable to All Working Groups

3.1 Copyrights and Data

Every Charter shall include one of the following options governing copyrights in the Deliverables to be created by the Working Group:

(a) No License. No Working Group member shall incur any copyright licensing obligations by reason of its participation in such Working Group.

(b) Project License on Request. Each Submitter shall retain copyright ownership of its Submissions, while at the same time granting DDP a non-exclusive, irrevocable, worldwide, perpetual, transferrable, royalty-free license under the Submitter's copyrights in its Submission to reproduce, distribute, publish, display, perform, and create derivative works under DDP's own copyright.

(c) Mutual License. Each Submitter shall retain copyright ownership of its Submissions, while at the same time granting each other Working Group member a non-exclusive, irrevocable, worldwide, perpetual, transferrable, royalty-free license under the Submitter's copyrights in its Submission to reproduce, distribute, publish, display, perform, and create derivative works of any Deliverable incorporating such Submission in whole or in part.

(d) Unique Rules. Such other rules as the Members proposing a Working Group to DDP may propose and the Board of Directors may approve.

3.2 Trade Secrets

A Charter shall include one of the following options governing confidentialities in the Working Group:

(a) Members and any other participants in any Working Group activity will not be expected to reveal trade secret information in the course of such participation, nor will they be asked to sign non-disclosure agreements.

(b) Members and other participants in any Working Group shall be required to sign a Non-Disclosure Agreement provided by DDP.

(c) Members and other participants in any Working Group shall be required to sign a Non-Disclosure Agreement agreed upon the initial Members in the Working Group.

3.3 Trademarks

Trademarks created by DDP, registered or otherwise, are the property of DDP. Use of DDP trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by DDP from time to time, and by applicable law.

DDP's use of Member and third-party trademarks, registered or otherwise, shall be governed by such requirements and/or guidelines as may be established and approved by the owners of such trademarks, and by applicable law.

4. Terms Applicable to Survey Working Groups

4.1 Legal Compliance

(a) In the event that a Survey Working Group shall collect data or other information from competitors (whether the same are Members or third parties or both), the same shall be kept confidential DDP staff and/or third-party service providers and anonymized before inclusion in any Draft Deliverable or Deliverable and otherwise managed and distributed in compliance with applicable antitrust and competition laws.

(b) In the event that any personally identifiable data or information is collected, it shall be managed in compliance with all applicable laws relating to privacy.

4.2 Ownership

Each Survey Working Group Charter shall include one of the following options governing the data included in the Deliverables to be created by the Working Group:

(a) No License. No Working Group member shall incur any licensing obligations by reason of its participation in such Survey Working Group.

(b) DDP License. Each Submitter shall retain ownership of its Data Submissions, while at the same time granting DDP a non-exclusive, irrevocable, worldwide, perpetual, transferrable, royalty-free license in its Submission to reproduce, distribute, publish, display, perform, and create derivative works of the Data Submission based on that original work for any purpose.

(c) Mutual License. Each Submitter shall retain ownership of its Data Submissions, while at the same time granting each other Member of the Working Group a non-exclusive, irrevocable, worldwide, perpetual, transferrable, royalty-free license in its Data Submission to reproduce, distribute, publish, display, perform, and create derivative works of any Deliverable incorporating such Data Submission.

(d) Unique Rules. Such other rules as the Members proposing a Working Group to DDP may propose and the Board of Directors may approve.

5. Terms Applicable to Joint Development Working Groups

(a) Each Submitter shall retain all rights in any Patents it owns at the time of its becoming a member of a Joint Development Working Group or applies for during or after

such date to the extent the same are not based upon an invention created or disclosed within such Working Group.

(b) Each Joint Development Working Group Charter shall include one of the following options governing any new inventions included in the Deliverables to be created by the Joint Development Working Group:

(i) No License. No Joint Development Working Group member shall incur any Patent licensing obligations by reason of its participation in such Joint Development Working Group.

(ii) Project License. Each member of such Working Group will, upon request, negotiate a license on reasonable terms to each other member of such Working Group to any claims under any Patent it applies for where such claims (x) were invented or co-invented in the course of its participation in such Joint Development Working Group, and (y) relate to the purpose of such Joint Development Working Group.

(iii) Mutual License. Every member of such Joint Development Working Group will be deemed to have granted to each other member of such Working Group a non-exclusive, irrevocable, worldwide, perpetual, transferrable, royalty-free license to market, offer, sell, manufacture, install and/or operate products or services, as appropriate, covering any claim under any Patent it applies for where (x) such claims were invented, or co-invented, in the course of its participation in such Working Group, and (y) relate to the purpose of such Joint Development Working Group.

(iv) Unique Rules. Such other rules as the Members proposing a Working Group to DDP may propose and the Board of Directors may approve.

The founders of a Joint Development Working Group electing option (i) or (ii) may propose additional terms, not inconsistent with such options, for inclusion in the Charter.

(c) No party bound by this Policy shall transfer ownership in any Patent subject to licensing obligations under this Policy, except to a successor that agrees in writing to be bound by such obligations, and to include the same ongoing obligations in any subsequent document of assignment or sale of such Patent.

6. Survival

(a) All commitments made under this Policy shall be irrevocable.

(b) Any obligations a Member incurs under this Policy shall continue in force after the Member ceases to be a Member for any reason. However, no Member shall become subject to any new license or other obligations under this Policy after it ceases to be a Member. For the avoidance of doubt, a Member remains subject to all obligations it becomes subject to as a participant in any Working Groups it is a member of at the time of its termination to the extent the same would arise under the current Draft Deliverables on the Membership's date of termination.

(b) DDP shall have the right to assign all its rights under this Policy, and the right to enforce all obligations incurred by Members under this Policy, to any successor to the mission of DDP.

7. Enforcement of Rights

In the event that such any participant in a Working Group shall later bring an infringement action against another member of the same Working Group that is inconsistent with the first Member's obligations under this Policy, DDP shall have no obligation to intervene, but the defending member shall be entitled to claim protection, and to assert a defense against such action, under this Policy as a third-party beneficiary.