

THE DIGITAL DOLLAR PROJECT, INC.

INTELLECTUAL PROPERTY RIGHTS AND COMPLIANCE POLICY

1. IPR Generally

1.1 Purpose

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

1.2 Applicability

All Participants are subject to this Policy and the Rules of Procedure. To the extent that this Policy conflicts or is inconsistent with the Rules of Procedure, an applicable Participant Agreement or any other agreement or document incorporated by reference in such Participant Agreement, this Policy shall prevail, unless DDP determines in its sole discretion that the other applicable agreement or document is more favorable to DDP.

1.3 Scope

- (a) 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"). All Participants acknowledge and agree that no other types of Working Groups are currently planned or contemplated. All Participants further acknowledge and agree that the three types of Working Groups contemplated above do not and will not involve implementation of a central bank digital currency, though it may involve simulation of a central bank digital currency and testing related to such simulation.
- (b) All Participants acknowledge and agree that the three types of Working Groups contemplated above do not and will not involve the commercialization or commercial use of any Submissions or Deliverables. If at any time DDP or any Participant seeks approval of a Charter providing that Submissions or Deliverables will be commercialized, DDP reserves the right to update and amend this Policy upon thirty (30) days' notice to all applicable WG Members.
- (c) If at any time DDP or any Participant seeks to charter Working Groups for other type(s) of activities not contemplated above (e.g., standards development), this Policy may be updated and amended by the DDP Board of Directors with thirty (30) days' notice to all applicable WG Members prior to the chartering of such Working Groups.
- (d) Notwithstanding anything to the contrary herein or in the Operating Procedures, the DDP Board of Directors can withhold approval or implementation of any

Charter until such time as it has approved and implemented updates and amendments to this Policy in its sole discretion.

2. Additional Definitions

Term	Definition
Charter	A DDP Board of Directors approved document describing the purpose, scope, and Deliverables of a Working Group.
Deliverable	The results or developments that arise in or out of a Working Group, including through the contribution or use of Submissions.
IPR	An abbreviation of "Intellectual Property Rights". As used in this Policy, IPR means Patents, registered and unregistered copyrights, and intellectual property rights in or to data, but excludes trademarks and trade secrets.
WG Member	A Participant, who is approved by DDP to participate in a Working Group.
Participant	A Participant as defined in the applicable Participant Agreement.
Patent	A patent issued or applied for anywhere in the world, together with all patent applications, reissues, continuations, continuations-in-part, revisions, divisionals, extensions, reexaminations and foreign counterparts in connection therewith.
Working Group	A DDP pilot with a Charter and which is comprised of DDP and DDP-approved WG Members.
Submission	A contribution of IPR or embodiments thereof by a Participant to a Working Group or to DDP or another Participant in connection with a Working Group.
Submitter	A Participant making a Submission.

3. Terms Applicable to All Working Groups

3.1 IPR License

- (a) Each Submitter grants to DDP and to the WG Members in an applicable Working Group a non-exclusive, irrevocable, worldwide, perpetual, transferrable, fully sublicensable (through multiple tiers of sublicensees), royalty-free license under the Submitter's IPR included in or with in its Submission to reproduce, distribute, publish, display, perform, and create derivative works of such Submission in whole or in part, in each case solely for the purposes of fulfilling the objectives of the Working Group according to its Charter.
- (b) For the avoidance of doubt, the license granted by each Submitter under Section 3.1(a) shall not include any rights for commercialization or commercial use of Submitter's Submission or the IPR included therein or therewith.

3.2 Trade Secrets

Participants are not expected to disclose any trade secrets or confidential information in or in connection with a Working Group. If a Participant discloses any trade secrets or confidential information in or in connection with a Working Group, it does so entirely at its own risk, subject only to any applicable non-disclosure agreements that it has entered into with DDP and/or the WG Members.

3.3 Trademarks

Each of DDP and the Participants retain all right, title and interest in and to their respective trademarks, whether registered or unregistered, and no trademark license rights are granted under this Policy.

3.4 Legal Compliance

(a) In the event that a Working Group shall collect data or other information from competitors (whether the same are WG Members or third parties or both), the same shall be 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. DDP and each WG Member shall enter into any necessary data transfer and data processing agreements to the extent required by law.

(c) Each Submitter represents, warrants and covenants that it owns or has sufficient rights to its Submissions such that the Submissions can be licensed and used in accordance with this Policy and as planned or contemplated by a Charter without any infringement, misappropriation or violation of any intellectual property (including patents, copyrights and trade secrets) of any third party. Each Submitter will indemnify, defend and hold harmless DDP and all other Participants against all third party claims and damages that arise from a breach of this Section 3.4(c).

4. Terms Applicable to Document Working Groups

All Participants acknowledge and agree that the Deliverables of Document Working Groups shall be white papers, guidelines, and other informative documents, and that DDP shall be entitled to determine the manner in which such Deliverables are licensed to WG Members, Participants and other third parties. For example, DDP may, in its sole discretion, determine that such Deliverables shall be subject to a Creative Commons license. For the avoidance of doubt, such a license to Deliverables shall not include a license to the underlying Submissions.

5. Terms Applicable to Survey Working Groups

All Participants acknowledge and agree that the Deliverables of a Survey Working Group shall be the data collected in and the results of surveys, and that DDP shall be entitled to

determine the manner in which such Deliverables are licensed to WG Members, Participants and other third parties. For example, DDP may, in its sole discretion, determine that such Deliverables shall be subject to an Open Data Commons license.

6. Terms Applicable to Joint Development Working Groups

- (a) All Participants acknowledge and agree that the Joint Development Working Groups currently chartered or currently contemplated do not and will not involve the creation of any jointly developed IPR that is novel or non-obvious. All Participants further acknowledge and agree that to the extent any jointly developed IPR is created, such IPR shall consist of obvious and/or non-novel combinations of WG Members' Submissions. By way of example, WG Members acknowledge and agree that a jointly developed payment protocol consisting of a WG Member's blockchain Submission, another WG Member's Submission of a token that runs on the blockchain, and another WG Member's Submission of a wallet for storing such a token shall be an obvious and/or non-novel combination of Submissions.
- (b) To the extent that DDP or any WG Member reasonably believes that any combination of Submissions or any other jointly developed IPR created in or arising out of a Working Group, or that will be created in or arise out of a Working Group, is novel and non-obvious, DDP reserves the right to update and amend this Policy with retroactive effect upon thirty (30) days' notice to all WG Members.

7. Survival

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

(b) Unless otherwise provided in a Charter, any obligations a Participant incurs under this Policy to grant a license shall continue in force after the Participant ceases to be a WG Member or ceases its participation or membership in DDP for any reason. However, no Participant shall become subject to any new license or other obligations under this Policy after it ceases to be a WG Member or ceases its participation or membership in DDP. For the avoidance of doubt, unless otherwise provided in a Charter, a Submitter remains subject to all obligations under this Policy to grant a license to its Submissions even if Deliverables have not been developed or finalized at the time that such Submitter ceases to be a WG Member in the applicable Working Group or ceases its participation or membership in DDP.

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

8. Enforcement of Rights

All WG Members and their affiliates are expressly deemed to be intended third-party beneficiaries of the licensing and other obligations provided for under this Policy. In the event that any Participant shall later bring an infringement action against another Participant that is inconsistent with the first Participant's obligations under this Policy, DDP shall have no obligation to intervene, but the defending Participant shall be entitled to claim protection, and to assert a defense against such action, under this Policy as a

third-party beneficiary, notwithstanding any termination, dissolution or winding up of DDP.