



## MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT (“**Membership Agreement**”), dated as of the effective date marked below (“**Effective Date**”), is entered into by and among Crypto Open Patent Alliance (“**COPA**”), and each counterparty who becomes a party to this Membership Agreement and a member of COPA in accordance with Section 4.3. Each counterparty enters into this Membership Agreement on behalf of itself and its Controlled Entities. COPA or each Member may be referred to herein as a “**Party**” or collectively as the “**Parties**”.

COPA seeks to promote the adoption and success of Cryptocurrencies. Open and collaborative innovation is stifled when foundational technologies are locked up in patents and when patents are used offensively to stifle innovation and raise barriers to research, new products and technology improvements. Such conduct reduces competitive options and value for consumers. COPA operates on the principle that open access to patents covering foundational Cryptocurrency technologies is necessary for the community to grow, freely innovate, and to build new and better products.

COPA and its Members seek to accomplish this objective through open access to Crypto Patents, by requiring each Member to make the pledge set forth in the Patent Pledge (as defined below in Section 2) providing, as further detailed therein, that it will never assert its Crypto Patents against anyone, except for defensive purposes. Subject to the execution of the separate Shared Patent Library Agreement, a Member may, at its sole election, also contribute one or more of its Crypto Patents to the Shared Patent Library to be used by another Member defensively on a case-by-case basis as agreed to under such Shared Patent Library Agreement, if such other Member is subject to a patent lawsuit by a patent aggressor.

Each Member has made its own assessments regarding whether to participate in COPA and believes that COPA will promote competition and the advancement of Cryptocurrencies and Crypto Technology by reducing the risks and burdens associated with unnecessary patent infringement assertions.

In consideration of the promises and covenants contained in this Membership Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COPA and each Member agrees as follows:

### 1 Definitions; Interpretation

1.1 **Definitions.** Capitalized terms used but not defined in this Section 1.1 or in Exhibit A (Additional Definitions) will have the meanings given elsewhere in this Membership Agreement.

“**Crypto Patent**” means any patent that would be infringed by an Entity making, having made, developing, using, selling, offering to sell, leasing, licensing, exporting, importing, distributing, or otherwise practicing any Crypto Technology.

“**Crypto Technology**” means any technology that is either:

- (a) technology that enables the creation, mining, storage, transmission, settlement, integrity, or security of Cryptocurrencies, but only as used in connection with Cryptocurrencies. This includes, as they apply to Cryptocurrencies, any technology relating to cryptography, networks, ledger and smart contract architectures and infrastructure, analytics, protocol and reference implementations, token generation, key creation and transfer, authentication, hot and cold storage infrastructure, cross-platform libraries and connectors, and Cryptocurrency programming languages and platforms, and in general, solutions relating to improving the scalability, security, network/computing efficiency, and transaction speed thereof; or
- (b) any technology owned and released by an Entity as Free and Open Source Technology for use in connection with Cryptocurrency.

“**Cryptocurrency**” means a digital asset that:

- (a) is generated, verified, and transferred using cryptographic techniques; and
- (b) operates on the principle of a decentralized system or outside of a government controlled banking system.

“**Member**” means any:

- (a) Entity that has accepted and executed a Membership Agreement to become a member of COPA while that Entity remains a member of COPA; and
- (b) such Entity’s Controlled Entities.

A list of current and past Members will be maintained at [open-patent.org/](http://open-patent.org/).

“**Pledged Patent**” means any Crypto Patent that:

- (a) is owned by a Member (i) at the time that Member becomes a Member, or (ii) while they remain a Member; or
- (b) issues from a patent application that is owned by a Member (i) at the time that Member becomes a Member, or (ii) while they remain a Member.

- 1.2 Interpretation. The section headings and gray section annotations contained in this Membership Agreement are for reference purposes only and will not in any way control the meaning or interpretation of this Membership Agreement. The term “including” means “including without limitation.” Any reference herein to “reasonable” conduct, a determination made “reasonably,” or any other similar reference, refers to undertaking such conduct or making such a determination as an ordinarily prudent person in a similar position would use under similar circumstances. Any references herein to laws, regulations, instruments, agreements or documents will be deemed to include such laws, regulations, instruments, agreements or documents as they may be amended, supplemented, modified, or restated from time to time in accordance with their respective terms.

## 2 Patent Pledge

*We’ve included annotations in these gray boxes here and other portions of the agreement in everyday language for your reading convenience. These annotations are not meant as substitutes or summaries of the provisions and have no legally binding effect by themselves, so please read through everything!*

*Patent Pledge -- Members agree to never assert their crypto-technology patents offensively against anyone, except under the following limited set of situations: (1) in self-defense (if the member gets sued for IP infringement and the member wants to use its patents defensively against the initial aggressor); (2) in defense of the community (if anyone else in the crypto community is attacked by a patent aggressor and the member wants to use its patents against such an aggressor); or (3) in defense against an impersonator who causes harm to the member’s customers (e.g., a copycat scammer of the member’s products). Members also grant a non-exclusive and perpetual license to their crypto-technology patents, subject to the above exceptions.*

- 2.1 Patent Pledge. COPA and the Members desire to encourage further development in, to reduce barriers to innovation and use of, and to facilitate investment to advance Crypto Technology and its adoption. In order for the Cryptocurrency community to freely build and innovate and to expand competitive options, a goal of the Membership Agreement is to provide open access to the Pledged Patents. In furtherance of this goal, so long as an Entity and its Controlled Entities do not engage in the conduct described in Sections 2.1(a), (b), or (c) below, each Member agrees to the following with respect to its Pledged Patents: each Member (i) covenants not to assert a claim of infringement of its Pledged Patents against such Entity; and (ii) grants such Entity, if it wishes to accept it, a perpetual, royalty-free, non-transferable, non-sublicensable, worldwide, non-exclusive license to develop,

make, have made, use, sell, export, import, distribute, or otherwise practice any claimed invention of its Pledged Patents (both (i) and (ii) collectively the “**Patent Pledge**”). A Member’s Patent Pledge is subject to the following exceptions:

- (a) Member’s Self-Defense: A Member’s Patent Pledge does not extend to an Entity if that Entity or any of its Controlled Entities offensively assert any of their patents against that Member.
  - (b) Defense of the Community: A Member’s Patent Pledge does not extend to an Entity if that Entity or any of its Controlled Entities offensively assert any of their Crypto Patents against any other Entity.
  - (c) Defense Against an Impersonator: A Member’s Patent Pledge does not extend to an Entity if that Entity develops, markets, or sells, or assists in the development, marketing, or selling of, a product or service that impersonates the products or services of that Member in a manner that could mislead or otherwise harm the customers or users of such products or services.
- 2.2 Effect of the Exceptions: If an Entity or any of its Controlled Entities engage in the conduct described in Sections 2.1 (a), (b), or (c), each Member’s Patent Pledge that extends to such Entity and its Controlled Entities shall cease to be effective and shall terminate with respect to such Entity and its Controlled Entities as if such Patent Pledge had never been made with respect to such Entity and its Controlled Entities.
- 2.3 All Other Rights Reserved: Except as expressly stated in the Patent Pledge, all other rights of the Members are hereby reserved with respect to their Pledged Patents.
- 2.4 COPA Patent Pledge. COPA also agrees to the Patent Pledge with respect to any Transferred Patents (as defined below in Section 3.2) it becomes the owner, co-owner, or an exclusive licensee of in accordance with Section 3.
- 2.5 Publication of Patent Pledge. COPA shall maintain a copy of the Patent Pledge along with its related definitions and provisions on its public facing Internet website.

### **3 Membership; Amendments to Membership Agreement**

*This section contains the rules about COPA membership, including, how an entity becomes a member, what happens if they acquire or otherwise get control over other entities, how they can withdraw from COPA or be expelled from COPA, and what continuing rights and obligations they have if this occurs.*

*This agreement can be amended by the Board and members from time to time in accordance with the process described in this section.*

*Periodically, the COPA board will seek feedback from members and meet to discuss whether to continue operations or dissolve COPA.*

- 3.1 Administration. COPA is authorized, on behalf of the Members, to administer and organize the programs contemplated by this Membership Agreement, to perform all actions necessary (including initiating legal proceedings against an Asserting Entity) to fulfill the purposes of Section 3 in connection with an Other Member’s Defensive Patent Assertion, and to take all such other actions as may be otherwise directed by the Board. Such administrative responsibilities may include organizing Member meetings, reviewing membership applications, collecting information regarding Pledged Patents and the Members’ compliance with the Membership Agreement, and collecting Membership Fees as the Board may require from time to time. COPA shall maintain an Internet website that publishes a list of the current and former Members (currently available at: [open-patent.org](http://open-patent.org)).

- 3.2 Membership. Membership admission will be administered by COPA in accordance with this Membership Agreement, including with any rules promulgated by the Board from time to time, and as may be otherwise directed by the Board. No party seeking to become a Member will be deemed a Member until such time that its Signature Page is accepted and formally acknowledged by COPA marking it with the Member's Acceptance Date.
- 3.3 Acceptance of New Members. By paying any applicable Membership Fees and submitting a signed Signature Page that is accepted and formally acknowledged by COPA, a counterparty becomes a Member and is bound by this Membership Agreement, regardless of whether such counterparty holds any Pledged Patents. This Membership Agreement will commence applying to a particular Member with effect from the applicable acceptance date specified on the Signature Page ("**Acceptance Date**") and will end on the effective date of the deemed or voluntary withdrawal or expulsion of such Member (as set forth in Sections 4.6, 4.7, or 4.8) ("**Membership Term**").
- 3.4 Notification Obligation. Each Member that has executed a Signature Page must notify COPA if:
- (a) it undergoes a Change of Control within thirty (30) days of the effective date of such Change of Control;
  - (b) an Entity that was previously a Controlled Entity of a Member ceases to be a Controlled Entity of the Member, within thirty (30) days of such cessation; or
  - (c) an Entity becomes a Controlled Entity of a Member, within thirty (30) days of the Entity becoming the Member's Controlled Entity.
- 3.5 Acquisition of Asserting Entities. In the event that any Member (including, for clarity, any of its Controlled Entities) acquires or comes to control an Asserting Entity, such that the Asserting Entity becomes a Controlled Entity of that Member:
- (a) the Asserting Entity will not become a Member for so long as that Entity is an Asserting Entity; and
  - (b) the Asserting Entity's conduct will not be deemed a violation of the acquiring Member's Patent Pledge, provided that the acquiring Member and Asserting Entity settle, dismiss or otherwise resolve the Asserting Entity's Offensive Patent Assertion within sixty (60) days of the Asserting Entity becoming a Controlled Entity of the acquiring Member ("**Corrective Action**"). In the event Corrective Action is not taken in a timely manner, such Asserting Entity's conduct will be imputed to the acquiring Member for purposes of Section 4.8.
- 3.6 Deemed Withdrawal. A Member will be deemed to have withdrawn from COPA and this Membership Agreement in the following circumstances:
- (a) if there is a Change of Control with respect to a Member that has executed a Signature Page during such Member's Membership Term, such Member (and, for clarity, all of its Controlled Entities) will be deemed to have withdrawn from this Membership Agreement sixty (60) calendar days after the Change of Control comes into effect, except where the Entity that controls or acquires such Member is or decides to become a Member during such sixty (60) calendar days; or
  - (b) if an Entity ceases to be a Controlled Entity of a Member that has executed a Signature Page, then such Entity will be deemed to have withdrawn from this Membership Agreement with effect on the date it ceases to be a Controlled Entity of such Member; provided, however, that if such Entity decides to execute a Signature Page and become a Member in its own capacity within sixty (60) calendar days of when it ceased to be a Controlled Entity of such Member it will be deemed to have been a Member starting on the day it ceased to be a Controlled Entity.

3.7 Voluntary Withdrawal. A Member may voluntarily withdraw from COPA and this Membership Agreement, subject to the following conditions: (i) such Member has been a Member for a minimum of one (1) years; and (ii) such Member is not a co-owner of a Transferred Patent or otherwise benefiting from the Shared Patent Library as a Defending Member under an arrangement entered under Section 3.2 at the time of its withdrawal. To voluntarily withdraw from COPA, the Member must submit a written notice to COPA signed by an authorized representative of the Member and declaring the Member's intention to withdraw. The withdrawal will take effect with respect to the Member (including, for clarity, each of its Controlled Entities) sixty (60) days after the date it submits such written notice to COPA. COPA will publish the existence and effective date of the Member's withdrawal on its website.

3.8 Expulsion. The Board will expel a Member from COPA ("**Expelled Entity**") if:

- (a) the Board determines that such Member (including, for clarity, any of its Controlled Entities) has violated the Patent Pledge, or
- (b) in the case of an Owner Member (other than COPA), the Board determines that such Owner Member has unreasonably denied an Other Member's request to use one or more of the Owner Member's Pledged Patents from the Shared Patent Library in violation of Section 2 of Exhibit C (Shared Patent Library procedures) or in a manner that displays flagrant disregard for the goals and objectives of COPA, including specifically, the Shared Patent Library. The Board shall consider the totality of the circumstances in making this determination, including the Owner Member's prior conduct and participation within COPA and whether there were any reasonable grounds to deny the request as set forth in Section 2 of Exhibit C.

In each case, the Board, in its sole discretion, will make the final decision on the expulsion and set the effective date of expulsion.

3.9 Effect of Withdrawal or Expulsion.

- (a) Termination of Other Members' Patent Pledge with respect to Expelled Entities. Each Expelled Entity (including, for clarity, each of its Controlled Entities) will no longer receive the benefit of the Patent Pledges made by other Members. Each Member's Patent Pledge shall cease to be effective and shall terminate with respect to an Expelled Entity (and each of its Controlled Entities) starting on the effective date of the Expelled Entity's expulsion.
- (b) Patent Pledge. The Patent Pledge granted by a Withdrawn Entity or Expelled Entity will remain in effect and will continue with respect to (i) all of its Pledged Patents existing as of the effective date of its withdrawal or expulsion (as applicable) and (ii) all of its Crypto Patents that issue after such date and that were the subject of a patent application such Withdrawn Entity or Expelled Entity owned as of or prior to such date. Each such Crypto Patent will be deemed to be a Pledged Patent. With respect to each Pledged Patent of a Withdrawn Entity or Expelled Entity, each Patent Pledge will continue for the term of the Pledged Patent. For clarity, Pledged Patents do not include Crypto Patents that are the subject of an application filed or acquired by a Withdrawn Entity or Expelled Entity after the effective date of its withdrawal or expulsion (as applicable).

3.10 Amending the Membership Agreement. This Membership Agreement may be amended from time to time pursuant to a vote of the Board. A Member may propose an amendment to this Membership Agreement by submitting a written proposal to the Board (a "**Member Amendment Proposal**"). The Board may, in its sole discretion, determine if a Member Amendment Proposal should be disclosed to the Members and/or voted upon. All Amendment Proposals will be deemed adopted if voted on and approved by a majority of the Board. All adopted Amendment Proposals will be promptly published and distributed to the Members. The Board, in its sole discretion, will determine the date on which an adopted Amendment Proposal will take effect, but such date will not be earlier than sixty (60) calendar days following the date on which the Board publishes and distributes the adopted Amendment Proposal to the Members. If a Member objects to the adoption of an Amendment Proposal, the Member may immediately withdraw from this Membership Agreement as provided in

Section 4.7 (regardless of how long it has been a Member for) and if it does so before the effective date of the adopted Amendment Proposal, the terms in the Amendment Proposal will not apply to that Member. Once adopted, an Amendment Proposal shall be binding on all Members.

- 3.11 Corporate Amendments that Require Material Amendments to the Membership Agreement. If the Board desires to make an amendment to its Bylaws or its Articles of Incorporation (as amended or restated from time to time) that would require or otherwise result in one or more of the changes described in Section 4.10(i) to 4.10(v) ("**Material Corporate Amendment**"), the Board will promptly publish and distribute such Material Corporate Amendment to the Members at least sixty (60) calendar days prior to such Material Corporate Amendment coming into effect. If a Member objects to a Material Corporate Amendment, the Member may immediately withdraw from this Membership Agreement as provided in Section 4.7 (regardless of how long it has been a Member for) and if it does so within sixty (60) calendar days of the Board's publication of such Material Corporate Amendment, the Material Corporate Amendment will not apply to that Member.
- 3.12 COPA Dissolution and Termination of Membership Agreement. The Board will meet on or about five (5) years after the Effective Date, and thereafter every three (3) years, to discuss whether to continue COPA or to dissolve COPA and terminate the Membership Agreement. The Board will provide all Members with at least three (3) months prior notice before meeting to discuss this issue, and invite Members to provide their feedback on this issue. If the Board unanimously decides to dissolve COPA, the Board will promptly publish and distribute its decision to the Members. The Board, in its sole discretion, will determine the date on which the Membership Agreement will terminate for all Parties. If the Membership Agreement is terminated under this Section 4.12, all Members will be treated as having voluntarily withdrawn from the Membership Agreement on and from the effective date of such termination.

## 4 Warranties

*COPA and the members each provide their crypto-technology patents (if any) as-is, without warranties, and are not responsible for how other members or COPA use those patents. However, COPA and the members each promise that they are who they say they are, that they have power to enter into this agreement for themselves (and in the case of members, on behalf of their controlled entities), and that they will not try to get around their obligations under this agreement.*

- 4.1 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED FOR IN SECTION 5.2, ALL RIGHTS AND LICENSES PROVIDED UNDER THIS AGREEMENT ARE “AS IS,” WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, THE OWNER MEMBERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, ENFORCEABILITY, OR NON-INFRINGEMENT.
- 4.2 **Representations and Warranties.** Notwithstanding Section 5.1, COPA and each Member that executes a Signature Page represents, warrants, and covenants that:
- (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and that it has the full legal power and authority to grant the licenses, waivers, immunities, covenants, and releases set forth in this Membership Agreement;
  - (b) (i) this Membership Agreement has been duly executed and delivered by it, (ii) constitutes a legal, valid, and binding obligation on it (and in the case of a Member, its Controlled Entities), and (iii) is enforceable against it (and in the case of a Member, its Controlled Entities);
  - (c) it has authority to enter into this Membership Agreement on behalf of itself (and in the case of a Member, its Controlled Entities), and in the case of a Member, that it will continue to have and exercise the rights necessary to cause its Controlled Entities to be bound by the obligations of this Membership Agreement;
  - (d) it is the owner of all right, title and interest in and to its Pledged Patents (if any) and grants the rights provided for in this Agreement;
  - (e) it has independently considered the benefits of collaborating as a Member, and it believes that participating in COPA and entering this Agreement (including making the Patent Pledge and making its Pledged Patents available as part of the Shared Patent Library) is procompetitive and will facilitate its ability to innovate and work to introduce new and better services and products;
  - (f) it will not use COPA for any coordination contrary to applicable competition law; and
  - (g) it will not use or cooperate with any other Members or third parties for the purpose of circumventing its obligations under this Membership Agreement.

## 5 Disclaimer of Liability

*As described below, if something bad happens relating to this agreement, the members' patent crypto-technology patents, or any of the licenses granted under this agreement, COPA and the members will not be liable to the extent permitted by applicable law, unless the bad thing was caused by gross negligence or willful misconduct by COPA or the relevant member.*

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND OTHER THAN WITH RESPECT TO WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT WILL COPA OR A MEMBER (INCLUDING, FOR CLARITY, ANY OF THE MEMBER'S CONTROLLED ENTITIES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES, RELATING TO OR ARISING IN ANY MANNER OUT OF THIS AGREEMENT, THE PLEDGED PATENTS, OR THE RIGHTS GRANTED HEREUNDER, EVEN IF COPA OR SUCH MEMBER (INCLUDING, FOR CLARITY, ANY OF THE MEMBER'S CONTROLLED ENTITIES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED. IF COPA OR A MEMBER BREACHES ITS PATENT PLEDGE, COPA AND THE MEMBERS SHALL NOT BE JOINTLY AND SEVERALLY LIABLE FOR SUCH BREACH.

## 6 Miscellaneous

- 6.1 Relationship of the Parties. This Membership Agreement does not create any relationship of agency, partnership or joint venture between or among COPA, and/or any the Members, and/or their Controlled Entities.
- 6.2 Release for COPA. Each Member releases COPA and its past, present, or future directors, representatives and successors (COPA and all such parties, the "**Released Parties**") from, and covenants not to take action against any of the Released Parties, with respect to any liability associated with the administration of this Membership Agreement.
- 6.3 Beneficiaries. Controlled Entities are intended third-party beneficiaries of this Membership Agreement. Each Controlled Entity has the right to enforce the terms of this Membership Agreement against other Parties and their Controlled Entities. The Patent Pledge is a binding contract between the Members and each beneficiary of the Patent Pledge ("**Pledge Beneficiary**"). Each Member agrees that each such Pledge Beneficiary has the right to enforce the terms of the Patent Pledge against each Member and its Controlled Entities.
- 6.4 Trademark Use. COPA grants to each Member, subject to such Member's compliance with this Membership Agreement and all brand guidelines provided by COPA, a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to use COPA's trademarks, in word mark and design form (collectively, the "**COPA Trademarks**") only: (a) to identify itself as a Member, and (b) subject to obtaining COPA's prior written approval in each case, to promote the existence of COPA and encourage others to join COPA. Any and all use of the COPA Trademarks by Members shall inure to the benefit of COPA. COPA Trademarks are and shall remain the sole property of COPA. A Member will immediately cease all use of the COPA Trademarks upon a written request from COPA, which may be made in COPA's sole discretion, or upon such Member's withdrawal or expulsion from COPA.
- 6.5 No Implied Licenses. Except as expressly provided in this Membership Agreement, the Owner Members do not grant any right or license under their respective intellectual property rights to any Entity, including any Other Member or Pledge Beneficiary, whether by implication, estoppel or otherwise.
- 6.6 No Indication of Value or Reasonable Royalty. The Parties agree that this Membership Agreement is not an indication of the value of an arms-length negotiated license or reasonable royalty. For clarity, nothing in this Membership Agreement limits in any way any Entity's discretion to determine unilaterally how to value the Pledged Patents or what royalties (if any) to charge for its Pledged Patents. No agreement among Members is contemplated hereby with respect to royalty terms, whether or not to deal or how to deal with any Asserting Entity, or as to any pricing or other competitively relevant aspect of any Member's products or services.
- 6.7 Bankruptcy. All rights, licenses and releases granted by each Owner Member to each Other Member and/or COPA under this Membership Agreement are, and will otherwise be deemed to be, for the purposes of Section 365(n) of the United States Bankruptcy Code, as amended ("**Bankruptcy Code**"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy



Code. All Other Members, as licensees of rights granted under this Membership Agreement, will retain and may fully exercise all of their rights and elections under the Bankruptcy Code. If any proceeding is instituted by or against an Owner Member (i) seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts, under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or (ii) seeking an entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or any substantial part of its property, or if an Owner Member take any action to authorize any of the foregoing actions, the Other Members will have the right to retain and enforce their rights under this Membership Agreement, provided that they remain in full compliance with the terms and conditions of this Membership Agreement.

- 6.8 Assignment. The provisions of this Membership Agreement will be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Except as expressly permitted in this section, no Member or its respective Controlled Entities may assign this Membership Agreement or its rights or delegate its obligations hereunder, including by operation of law, and any attempt to do so will be void. A Member may assign this Membership Agreement to one of its Controlled Entities solely as necessary to effect a corporate reorganization of such Member where such reorganization is not part of a Change of Control of such Member or the Controlled Entity.
- 6.9 Notice. All notices and communications pursuant to this Membership Agreement will be in writing, and signed by the Entity giving such notice. Notices may be sent by email or by priority or express courier, postage prepaid, and will be deemed effective as follows: (a) if sent by email, twenty-four (24) hours after the time such email was sent; and (b) if sent by mail, when the mail is actually received. Notices to a Member will be sent to the email and/or mailing address specified on the Member's Signature Page. A Member may update its contact information by providing notice thereof to COPA. Notices to COPA will be sent to the email and/or mailing addresses listed on COPA's Internet website, as of the date such notice is sent.
- 6.10 Severability. If any provision of this Membership Agreement is unenforceable, that provision will be changed and interpreted to accomplish its original objectives to the greatest extent possible under applicable law and the remaining provision will continue in full force and effect.
- 6.11 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law principles.
- 6.12 Entire Agreement. This Membership Agreement constitutes the entire agreement and understanding of COPA and each of the Members and their respective Controlled Entities with respect to the subject matter contained in this Membership Agreement, and supersedes and cancels all prior agreements, negotiations, correspondence, undertakings, and communications that are regarding such subject matter, whether oral or written, and that are between or among COPA and/or any the Members (including, for clarity, any of its Controlled Entities).

*SIGNATURE PAGE FOLLOWS*

### Signature Page

IN WITNESS WHEREOF, the party below has caused its duly authorized signatory to execute this Membership Agreement on its behalf, as of the date set forth below.

**CRYPTO OPEN PATENT ALLIANCE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the party below has caused its duly authorized signatory to execute the Membership Agreement on its behalf, as of the date set forth below.

**Member:** \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contact information for notices to Member:**

Mailing address: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Attention: \_\_\_\_\_

## EXHIBIT A

### Additional Definitions

**“Board”** means the board of directors of COPA.

**“Bylaws”** means the bylaws of COPA, as amended or restated from time to time.

**“Change of Control”** means, with respect to a first Entity:

- (a) an acquisition of the first Entity by another Entity by means of any transaction or series of related transactions (including any reorganization, stock or other equity purchase, merger, consolidation, or recapitalization), or
- (b) a sale of all or substantially all of the assets of the first Entity to another Entity,

which results in the first Entity no longer possessing the power to make decisions for itself, the surviving Entity or acquiring Entity after completion of the above events.

**“Controlled Entity”** means, with respect to a first Entity, any Entity that is directly or indirectly controlled by such first Entity, but only for so long as such control exists, where “control” means the possession of the power to make decisions for such Entity, whether through ownership of voting securities, contract, or other means.

**“Entity”** means an individual, corporation, trust, partnership, joint venture, limited liability company, association, unincorporated organization, or other legal or governmental entity.

**“Free and Open Source Technology”** means any software or hardware that is licensed or otherwise distributed to the public in such a way that satisfies any version of “The Open Source Definition” provided by the Open Source Initiative at [opensource.org/osd](https://opensource.org/osd), any version of “The Free Software Definition” provided by the Free Software Foundation at [gnu.org/philosophy/free-sw.html](https://gnu.org/philosophy/free-sw.html), or any version of the “Open Source Hardware (OSHW) Definition” provided by the Open Source Hardware Association at [oshwa.org](https://oshwa.org).

**“Membership Fee”** means the membership fee (if any) payable by a Member as published by COPA on its Internet website (currently available at: [open-patent.org](https://open-patent.org)), as amended by COPA from time to time in accordance with its Bylaws.

**“Offensive Patent Assertion”** means an assertion initiated by an Entity (including another Member) against a Member alleging infringement of a Crypto Patent (including a threatened claim of patent infringement based on a Crypto Patent or a legal proceeding asserting patent infringement based on a Crypto Patent), but only if such Member is not in violation of its Patent Pledge at the time of such an assertion.

**“Other Member”** means, with respect to each Pledged Patent, each Member other than the relevant Owner Member. For clarity, a specific Member may be both an Owner Member and an Other Member depending on the Pledged Patent being referred to.

**“Owner Member”** means, with respect to each Pledged Patent, the Member that owns or otherwise holds, or the Members and/or COPA that together own or otherwise hold, the applicable Pledged Patent at any given time.

**“Withdrawn Entity”** means an Entity that has voluntarily withdrawn or been deemed to have withdrawn from COPA in accordance with Section 4.6 or Section 4.7.

**EXHIBIT B**  
**Board Matters**

The Board will have final and binding authority over all Disputes to the extent they concern the following matters:

1. Any amendments to the Membership Agreement;
2. Dissolution and termination of the Membership Agreement;
3. Whether an exception to the Patent Pledge as set forth in Section 2.1 of the Membership Agreement applies;
4. Any other decisions relating to the Patent Pledge and Section 2 of the Membership Agreement;
5. Whether an Owner Member's denial of an Other Member's request to use one or more of the Owner Member's Pledged Patents made in accordance with Section 3 of the Membership Agreement is unreasonable;
6. Any other decisions relating to the Shared Patent Library and Section 3 of the Membership Agreement;
7. Expulsion of Members under Section 4.8 of the Membership Agreement (and the effects of such expulsion); and
8. Any decisions relating to Membership Fees and the fee structure for Members.