GLOBAL SYNCHRONIZER FOUNDATION

Membership Agreement

Thank you for your interest in participating in Global Synchronizer Foundation (the "**Foundation**"). Please have this Membership Agreement (the "**Agreement**") executed by an authorized representative and submit an executed electronic agreement via The Linux Foundation online system at https://enrollment.lfx.linuxfoundation.org or send an executed copy in PDF form by email to membership@sync.global]. A countersigned copy will be returned to you by email for your records when your membership has been confirmed. An invoice will be emailed to you for payment of membership fees (if applicable). The Foundation will rely on the contact information provided in Exhibit A for any notices.

Premier Membership Fees and Term:

Please note that membership at the Premier Member level requires an initial two-year membership commitment. One year's fees are due upon acceptance as a Premier Member, and the second year's fees are due at the first anniversary of membership. At the second anniversary of membership, if membership is not canceled at least thirty days prior to the second anniversary of membership, a prorated amount of the applicable fees for the remainder of that calendar year (a "**Stub Period**") will be invoiced (and membership will proceed on a calendar-year based renewal cycle thereafter).

General Membership Fees and Term:

For the purposes of calculating General 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.

For General Members, at the first anniversary of membership, if membership is not canceled at least thirty days prior to the first anniversary of membership, a prorated 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).

Associate Member:

There is no charge or fee for Associate Membership.

Initial Membership Term; Premier and General Membership Fees and

All membership privileges will commence starting the date of counter-signature by the Foundation. Unless agreed otherwise, all fees will be due within thirty days of receipt of an invoice and are subject to the Foundation's Bylaws**.** The membership term will continue for 12 months from the Invoice Month, in the case of Premier and General Members, and from the date

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of countersignature by the Foundation, in the case of Associate Members (in each case, the "**Initial Membership Term**").

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 will be invoiced as if active on the 1st of the following month. The month listed on the invoice is the "**Invoice Month**".

All fee amounts are irrevocable and non-refundable commitments based in Dollars.

Member acknowledges that the Foundation depends upon reliable membership renewal information to budget effectively and that its ability to provide support to its members will suffer in the event of non-payment of membership fees.

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

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

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

This Agreement will be governed by and construed in accordance with the substantive laws of the State of Delaware without regard to conflict of laws and all disputes arising under or relating to this letter agreement shall be brought and resolved solely and exclusively in the State of Delaware.

National Cooperative Research and Production Act:

The Foundation may elect to avail itself of certain protections offered by the National Cooperative Research and Production Act of 1993, as amended, which requires disclosure of the names of all members of the Foundation. Accordingly, the undersigned hereby appoints such person who shall be the Chair or acting Chair of the Foundation as the undersigned's true and lawful attorney-in-fact and authorizes him or her to (1) notify government agencies of the undersigned's membership in the Foundation, (2) make, approve the form of, execute and deliver filings with government agencies on behalf of the Foundation and on behalf of the undersigned as a member of the Foundation indicating such membership, (3) receive notifications, including without limitation, notifications pursuant to the National Cooperative Research and Production Act on behalf of the Foundation and on behalf of the undersigned as a member of the Foundation, and (4) authorize and direct other officers of, and/or counsel to the Foundation, to do any of the foregoing acts. the Foundation will forward to the undersigned any notifications that it receives which are other than normal confirmations of filings and other administrative notices relating to all members.

No Partnership:

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Each Member acknowledges and agrees that (i) the Global Synchronizer is decentrally operated infrastructure, with each party that operates a Super Validator node operating an instance of the Global Synchronizer software and the global state of the Global Synchronizer reflected through the Global Synchronizer's consensus protocol, (ii) certain members of the Foundation may operate Super Validator nodes (each such Member, an "**Operator Member**"), (iii) no member of the Foundation (including any Operator Member) is responsible for the actions of any other Operator Member or any other party with respect to such Operator Member's or other party's operation of a Super Validator node, (iv) the Foundation is not responsible for the actions of any Operator Member or any other party with respect to such Operator Member's or other party's operation of a Super Validator node, and (v) neither entry into this Agreement nor any other action by the Foundation or the Member with respect to this Agreement is to be interpreted or construed to (A) create a partnership or joint venture between the Member, other members of the Foundation or any other party operating a Super Validator node or (B) impose any non-voluntary obligation or liability upon the Member, other members of the Foundation, or such other parties.

Compliance:

By signing below, the Member acknowledges and agrees that, when signed and accepted by the Foundation, this Agreement represents a binding contract between the parties and commits the Member to (i) payment of annual Membership dues and fees (if applicable) as determined from time to time by the Board of Directors, and (ii) comply with all the terms and conditions of the Foundation's <Certificate of Incorporation> and <Bylaws>, each as from time to time amended, and such rules and policies as the Board of Directors and/or committees may from time to time adopt. The Member certifies that it meets the conditions of membership specified in the Bylaws and that it has accurately stated its headcount, if applicable, in calculating the fees payable with respect to the membership class which it has selected below.

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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:
	GLOBAL SYNCHRONIZER FOUNDATION
_____	
(Print Member Name)	
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

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Exhibit A

Primary Project Contact
(for all notices, including voting)
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: _____

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Exhibit B
Membership Levels

The membership levels and associated fees are listed below.

Membership Class	Annual Membership Fees
Premier Member	$150,000
General Member	See Fee Scale
Associate Member (pre-approved non-profits, academic, and government entities)	Free

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

Consolidated Employees	Annual General Membership Fees
5,000 and above	$30,000
Between 2,000 and 4,999	$20,000
Between 500 and 1,999	$15,000
100 to 499	$10,000
Up to 99	$5,000

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