

LINUX FOUNDATION EUROPE
THE OPENWALLET FOUNDATION

Project Sponsorship Agreement

Thank you for your interest in sponsoring the OpenWallet Foundation (the “OWF”), of Linux Foundation Europe (the “LFEU”). The purpose of the OWF is to support various open source, open data and/or other open projects relating to or supporting development of digital wallets, including infrastructure and support initiatives related thereto (each such project, a “Technical Project”). The governance for the OWF will operate pursuant to the OWF Charter (the “Charter”), set forth as Exhibit B, and as amended in the future by the OWF’s Governing Board, with the approval of the LFEU. Please note that you must also be a participating member of the LFEU to be eligible to sponsor the OWF. For further information, visit <https://linuxfoundation.eu/sponsor>.

Please have this Project Sponsorship Agreement (the “Agreement”) executed by an authorized representative of the sponsoring organization named below (“Sponsor”) and submit an executed electronic agreement via our online system or send an executed copy in PDF form by email to sponsorship@linuxfoundation.eu. A countersigned copy will be returned to you by email for your records when your sponsorship has been confirmed. An invoice will be emailed to you for payment of applicable sponsorship fees. Linux Foundation Europe will rely on the contact information provided in Exhibit A for any notices.

Sponsors will enjoy the privileges and undertake the obligations described in the Charter and will comply with all such policies as the LFEU Board of Directors and/or the OWF’s Governing Board may from time to time adopt with notice to sponsors. The LFEU reserves the right to refuse any Sponsorship Agreement submitted by a prospective Sponsor who has payment obligations outstanding to the LFEU or to any other LFEU directed funds.

Contact Information:

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

Premier Sponsorship Fees and Term:

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

General Sponsorship Fees and Term:

For the purposes of calculating General sponsorship 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 Sponsors, at the first anniversary of sponsorship, if sponsorship is not canceled at least thirty days prior to the first anniversary of sponsorship, a prorated amount of fees for the remainder of that calendar year will be assessed (and sponsorship will proceed on a calendar-year based renewal cycle thereafter).

Sponsorship Fees and Initial Sponsorship Term:

All sponsorship 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 Linux Foundation Europe's [Good Standing Policy](https://linuxfoundation.eu/policies), available at <https://linuxfoundation.eu/policies>. The sponsorship term will start the date of execution of this Agreement and continue for 12 months from the Invoice Month ("Initial Sponsorship 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 Euros.

Sponsor acknowledges that Linux Foundation Europe and its communities depend upon reliable sponsorship renewal information to budget effectively and that Linux Foundation Europe's ability to provide support to its communities will suffer in the event of non-payment of sponsorship fees.

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

Sponsorship will renew automatically unless the Sponsor delivers written notice of non-renewal to Linux Foundation Europe:

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

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Name of Sponsor Organization: _____

Sponsorship Level (see Exhibit C): _____

Consolidated Employees (if applicable): _____

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

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

...announce your sponsorship 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 Sponsor acknowledges and agrees that, when signed and accepted by the LFEU, this Agreement represents a binding contract between the parties and commits the applicant to these terms and obligations:

Authorized Representative of Sponsor:

Accepted:

LINUX FOUNDATION EUROPE

(Print Sponsor's Name)

Signature

Name

Title

Date

Signature

Name

Title

Date

Exhibit A

Primary Project Contact

(for all notices)

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 Sponsor directs otherwise)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

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Exhibit B

The OpenWallet Foundation Charter

Linux Foundation Europe

Effective January 15, 2023

1) Mission and Scope of the OpenWallet Foundation.

The purpose of the OpenWallet Foundation (the “OWF”) is to support various open source, open data and/or other open projects relating to or supporting development of digital wallets, including infrastructure and support initiatives related thereto (each such project, a “Technical Project”) , in accordance with the provisions of this Charter. The governance of each Technical Project is as set forth in the charter for that Technical Project.

The OWF aims to enable entities to transact securely, and in a privacy enhancing fashion, in-person and on-line where attributes stored in, and managed by, the wallet. The OWF will:

- develop and maintain open source code for wallets to enable and ensure wallet interoperability,
- advocate for the adoption of the interoperable digital wallet technology, and
- collaborate with Standards Development Organizations (SDOs) in the development and proliferation of open standards related to digital wallets

The OWF will not publish a publicly available wallet (including into any application stores).

The OWF supports the Technical Projects. The OWF operates under the guidance of the Governing Board of the OWF (the “Governing Board”) and Linux Foundation Europe (the “LFEU”) as may be consistent with Linux Foundation Europe’s tax-exempt status.

The Governing Board manages the OWF. The Governing Board may establish other committees and other working groups (collectively, and including the Technical Advisory Council, “Committees”) which will report to the Governing Board.

2) Sponsorship.

- a) The OWF will be composed of Premier, General and Associate Sponsors (each, a “Sponsor” and, collectively, the “Sponsors”) in Good Standing. All Sponsors must be current Sponsors of LFEU (at any level) to participate in the OWF as a Sponsor. All sponsors in the OWF, enjoy the privileges and undertake the obligations described in this Charter, as from time-to-time amended by the Governing Board, with the approval of LFEU. During the term of their sponsorship, all Participants will comply with all such policies as the LFEU Board of Directors and/or the OWF may adopt with notice to Sponsors.
- b) Premier Sponsors will be entitled to appoint a representative to the Governing Board and

any Committee.

- c) General Sponsors, acting as a class, will be entitled to annually elect one representative to the Governing Board for every ten General Sponsors, up to a maximum of three total representatives, provided that there will always be at least one General Sponsor representative, even if there are less than ten General Sponsors. The Governing Board determines the General Sponsor representative election process.
- d) The Associate Sponsor category of sponsorship is limited to Associate Sponsors of LFEU. The Governing Board may set additional criteria for sponsoring the OWF as an Associate Sponsor. If the Associate Sponsor is itself a membership or participation organization, Associate Sponsorship in the OWF does not confer any privileges or rights to the members or participants of the Associate Sponsor.
- e) Sponsors will be entitled to:
 - i) participate in OWF general meetings, initiatives, events and any other activities; and
 - ii) identify themselves as sponsors of the OWF supporting the OWF community.

3) Governing Board

- a) The Governing Board voting members will consist of:
 - i) one representative appointed by each Premier Sponsor;
 - ii) the TAC Representative (as defined below), or, in the absence of a chair and with the approval of the Governing Board, any active contributor to a Technical Project so designated by the TAC (such chair or designee the "TAC Representative"); and
 - iii) the elected General Sponsor representative or representatives.
- b) The Governing Board will also include nonvoting members consisting of the GAC Representative (defined in Section 4) and Associate Representative.
 - i) The Associate Representative will be chosen based on their efforts and potential to advance the OWF mission. The Associate Representative will be selected by the Governing Board voting representatives through a process determined by the Governing Board.
- c) Only one Sponsor that is part of a group of Related Companies (as defined in Section 7) may appoint, or nominate for a sponsorship class election, a representative on the Governing Board. No single Sponsor, company or set of Related Companies will be entitled to: (i) appoint or nominate for sponsorship class election more than one representative for the Governing Board, or (ii) have more than two representatives on the Governing Board.

- i) The only path to two representatives from the same group of Related Companies that will be acceptable will be for one Sponsor to appoint or nominate a representative to the Governing Board and have another of its employees, or an employee of one of its Related Companies, serve as the TAC Representative on the Governing Board.
- d) Conduct of Meetings
 - i) Governing Board meetings will be limited to the Governing Board representatives, the Outreach Committee Chair, invited guests and OWF staff.
 - ii) Governing Board meetings follow the requirements for quorum and voting outlined in this Charter. The Governing Board may decide whether to allow named representatives (one per Sponsor per Governing Board and per Committee) to attend as an alternate.
 - iii) The Governing Board meetings will be private unless decided otherwise by the Governing Board. The Governing Board may invite guests to participate in consideration of specific Governing Board topics (but such guests may not participate in any vote on any matter before the Governing Board).
- e) Officers
 - i) The officers (“Officers”) of the OWF as of the first meeting of the Governing Board will be a Chairperson (“Chair”) and a Treasurer. Additional Officer positions may be created by the Governing Board.
 - ii) The Chair will preside over meetings of the Governing Board, manage any day-to-day operational decisions, and will submit minutes for Governing Board approval.
 - iii) The Treasurer will assist in the preparation of budgets for Governing Board approval, monitor expenses against the budget and authorize expenditures approved in the budget.
- f) The Governing Board will be responsible for overall oversight of the OWF, including:
 - i) approve a budget directing the use of funds raised by the OWF from all sources of sponsorship or other revenue, including to pay for the hiring of OWF leadership and staff;
 - ii) vet and select a qualified leadership team to run the day-to-day management activities of the organization and evaluate the performance of the team;
 - iii) provide feedback and input to the OWF leadership team responsible for planning and managing the day-to-day operation of the OWF;
 - iv) maintain, if desired, a guiding principles document;

- v) nominate and elect Officers of the OWF;
- vi) supervise and support the leadership team on OWF business and community outreach matters;
- vii) work with the LFEU on any legal matters that arise;
- viii) adopt and maintain policies or rules and procedures for the OWF (subject to LFEU's approval);
- ix) establish advisory bodies, committees, programs or councils to resolve any particular matter or in support of the mission of the OWF and/or its Technical Projects including in support of end-users and ambassadors for the project any Technical Project;
- x) establish any OWF conformance programs for its trademarks and solicit input (including testing tools) if deemed necessary from the applicable oversight body of any Technical Project for defining and administering any programs related to conformance with such Technical Project (each, a "Conformance Program");
- xi) publish use cases, user stories, websites and priorities to help inform the ecosystem and technical community;
- xii) approve procedures for the nomination and election of any representative of the General Sponsors to the Governing Board and any Officer or other positions created by the Governing Board; and
- xiii) vote on all decisions or matters coming before the Governing Board.

4) Government Advisory Council

- a) The Government Advisory Council (the "GAC") will provide the OWF advice from government entities approved to participate by the Governing Board. Members of the GAC must be national governments, multinational governmental organizations and treaty organizations, or public authorities. Each may appoint one representative and one alternate representative to the GAC. There are no fees to participate in the GAC.
- b) The GAC will provide advice to OWF on issues of public policy, and especially where there may be an interaction between OWF's activities and national policies, laws or international agreements.
- c) The Governing Board may appoint a chairperson of the GAC or delegate responsibility for selecting a chairperson to the GAC. The GAC chairperson or another person chosen by the GAC chairperson will serve as the "GAC Representative" responsible for reporting progress back to the Governing Board and interfacing with the TAC. The GAC Representative may attend meetings of the Governing Board and TAC as a non-voting

member.

5) Technical Advisory Council

a) The role of the TAC is to facilitate communication and collaboration among the Technical Projects. The TAC will be responsible for:

- i) maintaining an overall strategic vision for technical collaboration and coordinating collaboration among Technical Projects, including development of an overall technical vision for the community;
- ii) making recommendations to the Budget Committee of resource priorities for Technical Projects;
- iii) electing annually a chairperson to preside over meetings, set the agenda for meetings, ensure meeting minutes are taken and who will also serve on the Governing Board as the TAC's representative (the "TAC Representative");
- iv) creating, maintaining and amending project lifecycle procedures and processes, deciding where Technical Projects fall within that lifecycle;
- v) determining when a technical project should be admitted as a Technical Project or any Technical Project should be considered a TAC Project; and
- vi) such other matters related to the technical role of the TAC as may be communicated to the TAC by the Governing Board.

b) The voting members of the TAC consist of:

- i) one representative appointed by each Premier Sponsor;
- ii) up to two "at large" representatives appointed by vote of the TAC; and
- iii) one representative appointed by the technical oversight body (e.g., a technical steering committee) of each TAC Project (as defined herein).

c) TAC meetings are intended to be open to observe by Sponsors, contributors to any TAC Project and others in the general public interested in the OpenWallet Foundation.

d) At the start of the OWF, "TAC Projects" are those Technical Projects listed as having voting representatives on the TAC on the Directed Fund's web site. Thereafter, any Technical Project can become a TAC Project through the approval of the Technical Project's technical oversight body and the TAC (by a two-third's vote). The TAC may approve and modify a project lifecycle policy that will address the incubation, archival and other stages of TAC Projects.

e) The TAC representatives will elect a chair to preside over meetings, ensure

minutes are taken and drive the TAC agenda with input from the TAC representatives.

6) Voting

- a) Quorum for Governing Board and Committee meetings will require at least fifty percent of the voting representatives. If advance notice of the meeting has been given per normal means and timing, the Governing Board may continue to meet even if quorum is not met, but will be prevented from making any decisions at the meeting.
- b) Ideally decisions will be made based on consensus. If, however, any decision requires a vote to move forward, the representatives of the Governing Board or Committee, as applicable, will vote on a one vote per voting representative basis.
- c) Except as provided in Section 14.a. or elsewhere in this Charter, decisions by vote at a meeting will require a simple majority vote, provided quorum is met. Except as provided in Section 14.a. or elsewhere in this Charter, decisions by electronic vote without a meeting will 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 may refer the matter to the LFEU for assistance in reaching a decision. If there is a tied vote in any Committee that cannot be resolved, the matter may be referred to the Governing Board.

7) Subsidiaries and Related Companies

- a) Definitions:
 - i) "Subsidiaries" means any entity in which a Sponsor owns, directly or indirectly, more than fifty percent of the voting securities or participation interests of the entity in question;
 - ii) "Related Company" means any entity which controls or is controlled by a Sponsor or which, together with a Sponsor, is under the common control of a third party, in each case where such control results from ownership, either directly or indirectly, of more than fifty percent of the voting securities or participation interests of the entity in question; and
 - iii) "Related Companies" are entities that are each a Related Company of a Sponsor.
- b) Only the legal entity which has executed a Project Sponsorship Agreement and its Subsidiaries will be entitled to enjoy the rights and privileges of such sponsorship; provided, however, that such Sponsor and its Subsidiaries will be treated together as a single Sponsor.
- c) If a Sponsor is itself a foundation, association, consortium, open source project, membership organization, participation organization, user group or other entity that has members or sponsors, then the rights and privileges granted to such Sponsor will extend

only to the employee-representatives of such Sponsor, and not to its members or sponsors, unless otherwise approved by the Governing Board in a specific case.

- d) OWF sponsorship is non-transferable, non-salable and non-assignable, except a Sponsor may transfer its current sponsorship privileges and obligations to a successor of substantially all of its business or assets, whether by merger, sale or otherwise; provided that the transferee agrees to be bound by this Charter and the Bylaws and policies required by LFEU sponsorship.

8) Good Standing

- a) Linux Foundation Europe's Good Standing Policy is available at <https://linuxfoundation.eu/policies> and will apply to all Sponsors of this OWF.

9) Trademarks

- a) Any trademarks relating to the OWF or any Technical Project, including without limitation any mark relating to any conformance program, must be transferred to and held by LFEU or an entity in LFEU's control and available for use pursuant to LFEU's trademark usage policy, available at <https://linuxfoundation.eu/policies>.

10) Antitrust Guidelines

- a) All Sponsors must abide by Linux Foundation Europe's Antitrust Policy available at <https://linuxfoundation.eu/policies>.
- b) All Sponsors must encourage open participation from any organization able to meet the sponsorship requirements, regardless of competitive interests. Put another way, the Governing Board will not seek to exclude any Sponsor based on any criteria, requirements or reasons other than those that are reasonable and applied on a non-discriminatory basis to all Sponsors.

11) Budget

- a) The Governing Board will approve an annual budget and never commit to spend in excess of funds raised. The budget and the purposes to which it is applied must be consistent with both (a) the non-profit and tax-exempt mission of LFEU and (b) the goals of any Technical Project.
- b) LFEU will provide the Governing Board with regular reports of spend levels against the budget. Under no circumstances will LFEU have any expectation or obligation to undertake an action on behalf of the OWF or otherwise related to the OWF that is not covered in full by funds raised by the OWF.
- c) In the event an unbudgeted or otherwise unfunded obligation arises related to the OWF, LFEU will coordinate with the Governing Board to address gap funding requirements.

12) General & Administrative Expenses

- a) LFEU will 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 LFEU to funds raised to cover sponsorship records, finance, accounting, and human resources operations. The G&A fee will be 9% of the OWF's first EUR 1,000,000 of gross receipts each year and 6% of the OWF's gross receipts each year over EUR 1,000,000.

13) General Rules and Operations.

The OWF activities must:

- 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 LFEU in the open source community;
- b) respect the rights of all trademark owners, including any branding and usage guidelines;
- c) engage or coordinate with LFEU on all outreach, website and marketing activities regarding the OWF or on behalf of any Technical Project that invoke or associate the name of any Technical Project or LFEU; and
- d) operate under such rules and procedures as may be approved by the Governing Board and confirmed by LFEU.

14) Amendments

- a) This Charter may be amended by a two-thirds vote of the entire Governing Board, subject to approval by LFEU.

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Exhibit C – OpenWallet Foundation Sponsorship Levels

The sponsorship levels and associated fees are listed below.

Sponsorship Class	Annual Sponsorship Fees
Premier Sponsor	EUR 200,000
General Sponsor	See Fee Scale Below
Associate Sponsor (pre-approved non-profits, academic, and government entities)	EUR 0

The General Sponsorship Fee is determined according to the following scale, based on your current consolidated employee headcount:

Consolidated Employees	Annual General Sponsorship Fees
5,000 and above	EUR 50,000
Between 2,000 and 4,999	EUR 35,000
Between 500 and 1,999	EUR 20,000
Between 1 and 499	EUR 5,000

- Project sponsors are required to be participants in LFEU at any level. LFEU annual participation at the Silver level is determined based on a sliding scale using your current consolidated employee headcount (5,000 and above: EUR 20,000; between 500 and 4,999: EUR 15,000; Between 100 and 499: EUR 10,000; under 100: EUR 5,000).
 - Note: if your organization is an existing Member of the Linux Foundation, an agreement for LFEU participation will still need to be signed, but this will be zero cost.
- LFEU Associate sponsorship is available for non-profit, academic, and government entities at no cost.