

# FINTECH OPEN SOURCE FOUNDATION

## INTELLECTUAL PROPERTY POLICY

### I. INTRODUCTION

This intellectual property policy (the “**IP Policy**”) sets forth the general technology and intellectual property principles under which the Fintech Open Source Foundation (the “**Foundation**”) will operate. Each Member will be required to abide by this IP Policy.

### II. PROJECT LICENSES

**A. Project License.** Unless otherwise approved by the Board in accordance with the Bylaws, all software projects managed by the Foundation will be licensed under the Apache License 2.0.

**B. Contributions.** Unless otherwise approved by the Board, all Foundation projects will utilize the form of corporate and/or individual Contributor License Agreement (“**CLA**”) approved by the Board of Directors. No Contribution (as defined in the CLA) may be accepted for a Foundation project unless and until the contributor has agreed to the CLA or an alternative agreement as set forth in Section II.D below.

#### **C. Patents.**

**1. Patent Licenses.** Any patent licenses to the Foundation will be governed by the terms of the CLA and the applicable open source license.

**2. No Additional Patent Licenses.** It is not the objective of this IP Policy to require Members to enter into any patent cross-license, or otherwise require, or require changes to, any patent pools, patent cross-licenses, or other patent licensing arrangements that are in place prior to or independent of the operation of the Foundation. This IP Policy will not be construed to modify any such arrangements.

#### **D. Copyrights.**

**1. Grant of Rights.** All contributors providing contributions to the Foundation, including Members, must, prior to making the contributions: (1) sign the CLA applicable to such project, or (2) enter into an alternative agreement (e.g. a development or consulting agreement) that grants the Foundation sufficient rights to make such contributor’s contributions generally available under the open source license terms applicable to the project. Alternative agreements are discouraged, and must be approved in advance by the Board.

**2. Copyright Notices.** The Foundation will not be obligated to maintain any copyright notice of any contributor on any software or materials in a Foundation project. Any document or source code made available by the Foundation will include the following copyright notice (in addition to any other notices required by law): “Copyright © Fintech Open Source Foundation, Inc. [insert year]. All Rights Reserved.”

**E. Trademarks.** The Foundation will maintain and publish Trademark Guidelines on its website. The Trademark Guidelines will provide guidance for anyone who desires to display or otherwise use the Foundation’s trademarks. The Foundation and its Members will adhere to the Foundation’s Trademark Guidelines adopted herewith, as may be amended from time to time.

**1. Adoption of Marks.** The Foundation may from time to time select one or more names, logos, trademarks, certification marks, or service marks (collectively, “**Marks**”), to be used to promote Foundation projects. In such case, the Foundation will promulgate policies for use of such trademarks or service marks (which may include certification requirements) under a separate policy, as approved by the Board. The Foundation will take such steps as the Board deems necessary and proper to protect its rights under such Marks adopted for use by the Foundation.

**2. Use of Member’s Marks.** The Foundation may display the names of the Members on the Foundation’s membership webpage. This IP Policy will not grant the Foundation any other right to use the trademarks or trade names of any Member, nor to designate any Member as the source or origin of any Project, except to the extent required to adhere to notice requirements in the applicable open source license. The use of the corporate name of each Member will inure solely to the benefit of such Member, and be subject to that Member’s usage guidelines, if any, as updated from time to time.

**F. Confidentiality and Trade Secrets.** Members acknowledge that the Foundation’s mission is to make the software for Foundation projects freely available, and, accordingly, Members will ensure that any contributions or other materials or information provided by Members’ employees or agents to the Foundation are not subject to any requirement of confidentiality, unless and to the extent expressly agreed upon in advance in writing by the Board and the Member.

### **III. TECHNICAL RESOURCES**

Members may provide the Foundation with engineering resources or other in-kind services, to aid in development of various Foundation projects. In such case, the Member and the Foundation will enter into a CLA or other written agreement relating thereto.

### **IV. AMENDMENTS**

The Board may amend this IP Policy in accordance with the Foundation’s bylaws (“**Bylaws**”). In the event of a change to this IP Policy, the Board will provide instructions for transition to the new IP Policy; however, no amendment to this IP Policy will be effective less than thirty (30) calendar days from the date that written notice of such amendment is given to the membership in accordance with the Bylaws.