OMA3
Member Agreement

Capitalized terms used in this Member Agreement (the "Agreement") that are not defined in this Agreement will have the meaning set forth in the Articles of Association of OMA3 (the "Association").

1. This Member Agreement (the "Agreement") applies to all parties who join the Association as a Sponsor Member or Participating Member (collectively "Members") as defined in the OMA3 Articles of Association (Exhibit A).

2. All Members will be subject to the Articles (Exhibit A), the Intellectual Property Rights Policy (Exhibit B), the Organizational Regulations (Exhibit C), the Operating Procedures (Exhibit D), the Competition/Antitrust Policy (Exhibit E), and all other Organizational Documents, as amended by the Board from time to time.

3. Members will pay the applicable amount identified below to the Association. Rights for each Class and Subclass can be found in the Articles and the OMA3 Operating Procedures. This amount will include the membership fee associated with the first year of membership in the Association. This Agreement does not come into effect until payment is received.

Select one:

MEMBER CLASS	**ANNUAL MEMBERSHIP FEE**
___ SPONSOR MEMBER **(only available to existing members)**	See: https://docs.google.com/presentation/d/1xy4fj80Kn5gJ_e3nYbk_CqxWxcLoSyt2bAvsrhqn_gA/
PARTICIPATING MEMBER SUBCLASS	
_✔_ CONTRIBUTOR MEMBER	See: https://www.oma3.org/join
___ COMMUNITY MEMBER	Currently Unavailable

4. On an annual basis thereafter, Members will pay the Association the applicable annual membership fee for the associated Class and Subclass, as determined by the Board.

5. A Member can terminate its membership in the Association at any time, by so notifying the Association in writing. The Association can terminate the membership of a Member if the Member (a) fails to pay its membership fees, (b) fails to substantially comply with the Articles or the Organizational Documents, after written notice and a thorough opportunity to cure, (c) engaging in behavior detrimental to the interests of the Association, or (d) for other good cause, as determined in good faith by the Board. Any

obligations incurred by the Member prior to termination will survive. No new obligations will be incurred. In either case, previously paid membership fees will not be refunded.

6. The individual who manifests assent to this Agreement represents and warrants that they are authorized to bind the company or other legal entity that they represent to the terms of this Agreement. Further, in the event that an Association policy, rule, procedure or regulation, extends to any Affiliates of the Member (as defined in the Articles), such individual represents and warrants that they are authorized to bind such entity to these terms. Each Member acknowledges that the Articles, Operating Procedures, Organizational Documents may contain risk allocation provisions (such as liability limitations) that will be binding upon the Member. This Agreement shall be governed by the substantive laws of Switzerland Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be subject to the mediation and arbitration clause in the Articles. This Agreement constitutes the entire agreement and understanding between the Association and each Member with respect to its subject matter.

7. Each Member hereby grants to OMA3 the right to reproduce, use and display Member's name and logo on the OMA3 website and in press or other public collateral regarding Member's membership in OMA3 provided that OMA3 will make reasonable efforts to adhere to logo guidelines or requests provided by Member, and will honor a Member's written request to opt out of OMA3's use of its logo (see the optional Logo Opt Out checkbox below). No Member may make a press or other public announcement (including website listings) regarding its activities as a Member of OMA3 which names the identities of any other Member unless prior written consent is received from any Member named in the press release or public announcement.

8. A Member may change its status to a different membership class or subclass in accordance with the Operating Procedures, in which case it will thereafter only have the rights and obligations associated with the new membership class or subclass.

Agreed:

_____

Company name

_____

Signature

_____

Printed name

_____

Title

_____

Date

OPTIONAL: Signatory declines to license its logo, per Section 7 [ ]

OMA3
Articles of Association
(the "Articles")

Article 1- Name

A not-for-profit association named OMA3 (the "**Association**") is hereby established pursuant to Articles 60 to 79 of the Swiss Civil Code. The Association is an independent legal entity with legal capacity. It is governed by Swiss law. Its duration is unlimited.

The official language of the association is English.

Article 2- Registered Office

The Association shall establish and maintain a registered office and administration in Baar, Zug, Switzerland. The Association may also have offices in other locations.

Article 3- Purpose

The purpose of the Association, a not-for-profit organization, is to directly or indirectly support, promote, protect and standardize open collaboration for metaverses and the surrounding ecosystems to foster interoperability, standardization and ownership.

The Association may generally take necessary and appropriate measures to implement the above-mentioned purpose as well as plan and implement initiatives and – even only financially – participate in initiatives of other organizations or support financially or otherwise other organizations or individuals to the extent that all such activities serve the purpose of the Association. The Association may also accept donations from third persons and act as fiduciary to pursue its purpose. The Association does not pursue commercial purposes and does not strive for profit.

In furtherance of the above-mentioned purpose the Association will seek to solicit the participation of all interested parties on a fair, equitable and open basis.

Article 4- Membership

The Association is open for participation by any natural person representing an unincorporated entity as defined by the Board, corporation, partnership, association, trust, public or private non-profit research institution, governmental body, or other legal entity that supports the purpose of the Association, has an interest in participating in the activities of the Association and meets the membership acceptance procedures and criteria for one of the membership classes ("**Membership Criteria**") defined by the Board.

Each Member that is organized as a legal entity, authority or private or public non-profit institution shall designate in writing or as otherwise defined by the Board one individual to act as its primary representative and an alternate to act in the event that the primary representative is not available.

A Member and its Affiliates will be deemed as one (1) Member for all Association votes and quorum calculations. "**Affiliate**" or "**Affiliates**" means any entity that is controlled by, under common control with, or that controls the subject party; and 'control' means direct or indirect control of more than fifty (50) % of the voting power to elect directors of an entity or, for any other entity, the power to direct management of such entity.

4.1 Admission

Applications for admission must be addressed to the Board. The Board renders the final decision on the admission of new members and the class of membership based on the Membership Criteria (regardless of the membership class, each admitted member, a "**Member**" and all together the "**Members**").

4.2 Membership Classification

The Association has multiple membership classes. Each applicant must apply for one of the following classes:

Sponsor Members (Voting Members): are Members that substantially support the Association in open collaboration initiatives. Sponsor Members (Voting-Members) have full voting rights and are entitled to:

a. nominate one representative of the Board for election by the Board, subject to the conditions and limitations set out in article 7.1 and the organizational regulations;
b. dismiss the nominated and elected representative in the Board; and
c. voting rights in the General Assembly.

Participating Members (Non-Voting Members): are Members that support the Association in open collaboration initiatives. Participating Members (Non-Voting Members) do not have voting rights in the General Assembly but are entitled to participate and debate in the General Assembly.

The Board may define additional rights and obligations for each membership class outside of the General Assembly or divide a class into subclasses or -groups in the Organizational Documents for the operational activities of the Association.

4.3 Membership fee

The annual membership fee for each membership class is determined by the Board. The Board may waive the collection of membership fees in general or only for specific type of entities, individuals representing unincorporated entities as defined by the Board, institutions or governmental bodies, or grant certain discounts to such type of entities, individuals representing unincorporated entities, institutions or governmental bodies based on non-discriminatory objective criteria.

4.4 End of membership and expulsion

Members may resign from the Association at any time, provided that they notify the Board (mail, e-mail, or any other method of communication as determined and notified to each Member in writing by the Board) at least thirty (30) days in advance.

The Board may expel a Member by written notice (i) in case a Member (a) fails to pay its membership fees (if any), (b) is in breach of these Articles or the Organizational Documents (defined in article 7), (c) engages in behavior detrimental to the interests of the Association, or (ii) for other good cause, as determined in good faith by the Board. The expelled Member may appeal against the Board's expulsion resolution within thirty (30) days of its written notice to the General Assembly. The appeal must be submitted to the Board and has suspensive effect. The General Assembly shall decide on the appeal by a simple majority of the votes represented, excluding the Member concerned.

Resigning or excluded Members do not receive a refund for any membership fees paid.

The participation and voting rights of resigned or excluded Members cease at the same time as the resignation or exclusion effective date.

Resigning or excluded Members have no rights against the assets of the Association unless granted by the Board. Any obligation of a resigning or excluded Member in these Articles and the Organizational Documents which, explicitly or by its nature, should survive resignation or expulsion of membership, will survive any such resignation or expulsion of membership.

Article 5- Bodies

The bodies of the Association are:

a. the General Assembly;
b. the Board (*Vorstand*);
c. other bodies (if elected by the General Assembly); and
d. the auditors (if elected by the General Assembly or required by law).

Article 6- General Assembly

6.1 Power

The General Assembly has the following powers:

a. to adopt and amend the Articles;
b. to dismiss members of bodies if a member of a body is (i) in breach of these Articles or any Organizational Document, or (ii) engaging in behavior detrimental to the interests of the Association;
c. to appoint the auditors provided that a respective motion has been presented by the Board or Members or if such election is required by law;
d. to approve the annual report issued by the Board, the financial statements of the Association as well as the report issued by the auditors; and
e. to supervise and grant discharge to the members of the bodies.

6.2 Alternatives for the general assembly and resolutions by means of written/electronic communication ("Urabstimmung")

The General Assembly can be held as a virtual (telephone or video conference) or physical meeting. It is possible to hold the General Assembly as a mixed physical and virtual meeting, in which the Members can decide whether to participate physically or virtually.

The Board may determine that all items on the agenda (including elections) shall be voted on by means of written / electronic communication (by mail, e-mail, or any other method of communication as determined by the Board, *Urabstimmung*), in which case the Board shall inform the Members about the results. This option is available to the Board also in the case of a General Assembly which shall be convened by request of Members.

6.3 Convening and holding the general assembly

The virtual or physical General Assembly will take place upon invitation by the chairperson, or by request of at least twenty (20) % of the Members. The notice can be made electronically (e-mail, online publication or other means of communication) or in writing and shall state the place (if not a virtual assembly) and/or the access information (if a virtual assembly) and time of the meeting. Meetings must be called at least twenty (20) days in advance.

Alternative motions by Members for the agenda can be sent to the Board within five (5) days after dispatch or publishing of the invitation notice with or without a reasoning. The Board shall publish alternative motions and any reasonings at least five (5) days before the virtual or physical General

Assembly, provided that such alternative motions are supported by at least twenty (20) % of the Members and are subject to the power of the General Assembly.

No later than ten (10) days prior to the day of the ordinary General Assembly (as set out in the notice calling the General Assembly), the Board's annual report and the auditors' report (if any) shall be made available to the Members for inspection either at the registered office of the Association or online.

If no objection is raised by any Member, the Members may hold a General Assembly without observing the prescribed formalities of calling the meeting.

The General Assembly will be chaired by the chairperson or, in the case of its inability, another member of the Board attending the General Assembly as deputy of the chairperson (as determined by the Board). The same applies to the other obligations of the chairperson set out in the Articles.

6.4 Organization of written/electronic resolutions ("Urabstimmungen")

Voting by written / electronic means (*Urabstimmung*) takes place upon invitation by the chairperson. The voting window shall be five (5) days and the deadline for submitting votes shall be communicated in the invitation. This voting window can be shortened if an emergency is present as identified by the chairperson and approved by at least two-third of the Board members.

The invitation to participate in the written / electronic voting has to be sent out or published at least twenty (20) days before the deadline for submitting votes and can be made electronically (e-mail or other means of communication) or in writing. It shall include the items on which resolutions shall be taken as well as the motions of the Board.

In the case of a written / electronic voting in lieu of an ordinary General Assembly the annual report issued by the Board, the financial statements of the Association as well as the report issued by the auditors have to be disclosed online at the same time as the invitation is sent out.

Alternative motions by Members for the written / electronic voting can be sent to the Board within five (5) days after dispatch or publishing of the voting material with or without a reasoning. The Board shall publish the alternative motions and any reasonings at least one (1) day before the voting window starts together with the final voting material which allows the Sponsor Members to vote on all motions received, provided that such alternative motions are supported by at least twenty (20) % of the Members and are subject to the power of the General Assembly.

6.5 Voting rights

Each Sponsor Member has one (1) vote at the General Assembly and for the written / electronic voting (*Urabstimmung*). A Sponsor Member and its Affiliates are treated for voting purposes also as one single Sponsor Member and all of a Sponsor Member's Affiliates are aggregated into a single vote.

Votes are not transferable to another Member or a third person.

6.6 Majority requirements

Unless otherwise required by law or these Articles, resolutions shall be passed and elections shall be made by the absolute majority of all votes present at the General Assembly

The chairperson of the meeting will have the casting vote.

The majorities for decisions of the General Assembly shall apply likewise to decisions taken by written / electronic communication (*Urabstimmung*).

6.7 Special voting thresholds

In addition to such other special voting thresholds as may be provided for under these Articles, the following shall also apply:

Matter to be Voted On	**Quorum Requirement**	**Number of Affirmative Votes Required**
Adopt and amend the Articles - 6.1 (a)	Simple majority of all Sponsor Members	2/3 majority of votes present
Dismiss members of bodies - 6.1 (b)	Simple majority of all Sponsor Members	2/3 majority of votes present
Supervise and grant discharge to the members of the bodies - 6.1 (e)	Simple majority of all Sponsor Members	2/3 majority of votes present
Dissolution of the Association - 13 (b)	Supermajority of all Sponsor Members	2/3 majority of votes present

Article 7- Board of Directors (“Board”)

7.1 Composition

Initially, all members of the Board including an interim chairperson shall be appointed during the inaugural General Assembly. Thereafter, the Board constitutes and amends itself (co-optation) and defines its organization.

The Board shall consist of a minimum one (1) member at all times and a maximum of forty (40) members.

7.2 Observers

Each Sponsor Member may designate a single observer to attend meetings of the Board when such Sponsor Member's nominated member of the Board is unable to be present, provided that such member provides prior notice to the chairperson. An observer permitted to attend shall have the right to participate in the meeting but may not put forth or vote on any motion.

7.3 Powers, organization and voting

The Board operates, manages and administers the Association as well as performs all duties and powers assigned to it collectively or individually by: applicable law, the Articles or any other rules, policies, procedures, regulations, organizational regulations (all rules, policies, procedures, regulations and organizational regulations, including the Membership Criteria and any related member agreement enacted now or in the future within the Association, as amended, together the "**Organizational Documents**").

Other than with respect to the powers of the General Assembly described in Article 6 - , to the extent permitted by mandatory law, all powers of the Association shall be exercised by the Board, including but not limited to the decision on registering the Association in the commercial register.

The Board shall set out the principles of its activities, on how it convenes for meetings, and the details of the operation of the Association in organizational regulations.

Each Board member has one (1) vote at the Board meetings, provided that Board members nominated by Affiliated entities will collectively have a single vote (see Article 4 above). In the event of an equality of votes, the chairperson shall have the casting vote.

7.4 Compensation

The members of the Board act voluntarily and will not receive compensation for such voluntary office. They will be reimbursed, however, for any out-of-pocket expenses reasonably incurred.

7.5 Term

The term of office for Board members nominated by Sponsor Members is generally one (1) year, subject to the provisions of the organizational regulations that may define staggered terms, conditions for extensions and dismissal. There shall be no prohibition on re-election or re-nomination of any member following the completion of that member's term of office.

Article 8- Indemnification

Every Board member, chairperson of the Management, executive director, any individual currently or formerly acting in such capacity and their personal representatives (each an "**Indemnified Person**") shall be entitled to be indemnified by the Association against all actions, proceedings, costs, damages, expenses, claims, losses, liabilities, fines or amounts made or threatened by reason of any act done or omitted in or about the execution of the duties of their respective offices or otherwise in relation thereto, including any advances of expenses to be incurred in defending any proceedings, whether civil or criminal, except to the extent that any of the foregoing arise through the Indemnified Person's gross negligence or willful misconduct.

Article 9- Accounting, books and records

The Association shall maintain books and records as appropriate.

The accounting and fiscal year of the Association shall run from January 1 to December 31. The Board may, at its own discretion, determine an extra-long association year.

Article 10- Finance

The financial resources of the Association shall consist of:

a. Cash;
b. Digital assets contributed to or otherwise held by the Association in the course of its normal operations;
c. Membership fees (if any);
d. fundraising initiatives, contributions (incl. donations and legacies);
e. subsidies from public authorities or other organizations; and/or
f. such other assets as determined by the Board in its discretion and as permitted by law.

The Association's financial obligations can and must only be satisfied from its assets. The Members of the Association shall not be personally liable for the obligations or debts of the Association.

Article 11- Audit (if appointed)

The General Assembly elects a legal entity or natural person as auditor of the Association for one financial year.

The financial statements shall be prepared annually. The auditor shall annually audit the accounts, books and records of the Association in accordance with Swiss law, and shall be entitled to require such evidence as deemed necessary and appropriate to effectuate its duties.

The General Assembly may waive election of an Auditor if the Association does not exceed two of the following thresholds in two successive financial years:

a. a balance sheet total of 10 million francs;
b. sales revenue of 20 million francs;
c. 50 full-time positions on annual average.

This waiver also applies to the subsequent years.

The auditor shall prepare and deliver its audit report for the preceding calendar year to the Board no later than March 31 of each calendar year.

Article 12- Mediation & Arbitration

Any dispute, controversy or claim arising out of or in relation to the present Articles, including the validity, invalidity, breach or termination thereof, shall be submitted to mediation in accordance with the Swiss Rules of Mediation of the Swiss Arbitration Centre in force on the date when the request for mediation was submitted in accordance with these Rules.

The seat of the mediation shall be Zug in Switzerland.

The mediation shall be conducted in English.

If such dispute, controversy or claim has not been fully resolved by mediation within sixty (60) days from the date when the mediator(s) has (have) been confirmed or appointed by the Swiss Arbitration Centre, it shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date when the Notice of Arbitration was submitted in accordance with those Rules.

The number of arbitrators shall be one (1) for disputes of up to CHF 2,000,000 and three (3) for disputes above such amount.

The seat of the arbitration shall be Zug in Switzerland.

The arbitration shall be conducted in English.

Article 13- Dissolution and liquidation

The Association shall be dissolved:

a. when it has fulfilled its purposes;
b. by a vote according to section 6.7; or
c. under any other circumstances required by applicable law.

ln case of dissolution and liquidation (i) the Board shall transfer the remaining assets (after payment of all debts) to a non-profit organization with a similar purpose; provided however, that (ii) if the Association fully tax-exempt association under Swiss law at the time of dissolution and liquidation, the remaining assets of the Association shall be transferred to another tax-exempt organization with a registered office in Switzerland with a similar purpose.

The distribution of the Association's remaining assets to the Members or members of any other body is excluded.

Article 14- Entry into force

The Members have adopted the present Articles. The present Articles have entered into force today.

October, 20 2022, Switzerland

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Dirk Lueth

Chairperson

OMA3
INTELLECTUAL PROPERTY RIGHTS POLICY

VERSION 1.1

This OMA3 Intellectual Property Rights (IPR) Policy governs the treatment of intellectual property in the production of deliverables by OMA3 ("OMA3"). This Policy is adopted by the OMA3 Board according to OMA3's Articles of Association and applies to all members of OMA3.

1. Copyright license to Contributions.

a. *Contributors and Contributions.* OMA3 coordinates the development of various deliverables, such as technical specifications, software code, marketing collateral, and other related material. Any work of authorship provided to OMA3 for potential inclusion in a draft or final OMA3 deliverable is a "Contribution." The entity or individual making the Contribution is the "Contributor."

b. *Copyright license to Contributions.* Each Contributor grants OMA3 a worldwide, irrevocable, non-exclusive, royalty-free, fully-sublicensable copyright license to reproduce, distribute, display, perform, and create derivative works of the Contributions it provides.

c. *OMA3 copyrights.* Subject to the Contributor's continued copyright ownership in their Contributions, OMA3 will own the copyright in any collective works, compilations, joint works or derivative works created in connection with OMA3 activities, and will own the copyright in any works created by OMA3 employees or agents.

d. *Attribution; moral rights.* Each Contributor, and each individual making a Contribution, waives any moral rights (or similar rights) to the maximum extent permitted by applicable law. OMA3 deliverables will be attributed to OMA3.

2. Patent license obligations for Specifications.

a. *Specifications.* OMA3 produces technical specifications that define requirements and related information and data models necessary to facilitate interoperability between third party products or services. Once approved as final by the OMA3 Board of Directors, these are "Specifications." Every member of OMA3 is obligated to license certain intellectual property, including certain patent claims in connection with Specifications, as described in this Section 2.

b. *Definitions.*

   i. An “Affiliate” is any entity that is controlled by, under common control with, or that controls the subject party; and “control” means direct or indirect control of more than 50% of the voting power to elect directors of a corporation or, for any other entity, the power to direct management of such entity.

   ii. A “Necessary Claim” is any claim in a patent in any jurisdiction that would necessarily be infringed by a compliant implementation of the relevant Specification. A claim is necessarily infringed only when it is impossible to avoid infringing it, because there is no commercially reasonable non-infringing alternative for implementing the normative portions of the Specification. All other claims, even if contained in the same patent as Necessary Claims, are not Necessary Claims unless they qualify individually as Necessary Claims. Claims which would be infringed only by portions of an implementation that are not expressly specified in the normative portions of the Specification are not Necessary Claims.

   iii. A “RAND License” is a worldwide, non-exclusive license, limited to Necessary Claims, to make, have made, use, import, offer to sell, lease, sell, promote and otherwise distribute the portions of the implementer’s products and services that comply with the normative portions of the Specification, granted on reasonable and non-discriminatory terms.

   iv. A “RAND-Z License” is a worldwide, non-exclusive license, limited to Necessary Claims, to make, have made, use, import, offer to sell, lease, sell, promote and otherwise distribute the portions of the implementer’s products and services that comply with the normative portions of the Specification, granted on royalty-free and otherwise reasonable and non-discriminatory terms.

c. *Review Period*. After a working group agrees upon a proposed final draft specification, the working group chair will notify the Board. The Board will promptly issue a notice of ratification, along with a proposed final draft version of each Specification to all members for review for a period no less than 45 days prior to formal approval of the Specification (the “Review Period”). At the end of the Review Period, the Board will hold a vote to approve the final Specification.

d. *RAND-Z License obligation.* Each member of OMA3 agrees that if a patent claim that is owned, controlled or licensable (without additional consideration other than to employees or Affiliates) by that member or an Affiliate of the member becomes a Necessary Claim, then, unless the member files a RAND Exclusion, as set forth below, the member will grant, or will cause its Affiliate to grant, a RAND-Z License to any implementer (member or non-member) of the relevant Specification who requests such a license, subject to the definitions and exceptions described below.

e. *RAND Exclusion.* The RAND-Z License obligation described in Section 2(d) will not apply to patent claims that a member excludes in writing in accordance with this Section (a "RAND Exclusion"). A member may file a RAND Exclusion for a claim by specifically identifying a particular claim and the applicable portion of the relevant draft specification in writing to the Board, prior to the end of the applicable Review Period. The member must deliver a RAND Exclusion notification promptly upon becoming aware that the claim potentially may be a Necessary Claim and deciding that they are unwilling to license it under a RAND-Z License, even if such awareness arises prior to the Review Period. The member will grant, or will cause its Affiliate to grant, a RAND License to any Necessary Claims identified in the RAND Exclusion, to all member implementers of the relevant Specification who request such a license. Members may not file a RAND Exclusion for claims that read directly on Contributions made by the member or that are otherwise included in a draft specification as a direct result of the intentional input of that member, except to the extent the member specifically identified the Contribution as subject to a RAND Exclusion at the time of submission. For the avoidance of doubt: the RAND Exclusion mechanism described in this Section 2(e) is not available for any new member of OMA3 for Specifications approved prior to the date the new member joins OMA3, and further, a member may not exclude, via RAND Exclusion an obligation to grant a RAND-Z License for any Necessary Claims that are used in a substantially similar manner, to a substantially similar extent, and to a substantially similar result as Necessary Claims used in a prior ratified Specification for which Member was previously obligated to grant a RAND-Z License. If a member provides a RAND Exclusion to the Board prior to finalizing the relevant draft specification, the Board will appoint a committee to evaluate the notification and make a recommendation to the Board, and the Board will decide on appropriate next steps. For the avoidance of doubt, the Board does not have the discretion to reject any RAND Exclusions filed by a member in accordance with this policy. If the Board approves a Specification after receipt of an applicable RAND Exclusion, OMA3 will include a statement of this fact in the affected Specification. OMA3 is not responsible for determining validity of any information associated with any RAND Exclusions.

f. *Reciprocity*. An implementer is eligible to be the beneficiary of the license obligations described in Section 2(d) and 2(e) only if the implementer commits to substantially the same license (RAND or RAND-Z, as applicable) obligation. The reciprocal license obligations granted from member implementers to members who have filed a RAND Exclusion and their Affiliates in connection with a Specification will convert from a RAND-Z License to a RAND License with regards to the relevant Specification.

g. *Defensive suspension*. Except as otherwise expressly agreed between parties, a licensor may suspend any license granted to a particular licensee pursuant to this Policy if that licensee or its Affiliate initiates litigation against the licensor or its Affiliate that alleges infringement of a Necessary Claim in connection with an OMA3 Specification. A party will not be deemed to have initiated litigation if that party files a claim which is defensively based on a patent infringement claim or suit by another party.

h. *Effect of withdrawal from OMA3.* Even after the date a member formally withdraws from OMA3 (the "Withdrawal Date"), the former member will be obligated to grant licenses as described in this Section 2 to (a) those claims that became Necessary Claims prior to the Withdrawal Date, (b) claims directly embodied in a Contribution made by the former member that become Necessary Claims if and when a Specification that includes the Contribution is approved after the Withdrawal Date, (c) Necessary Claims that read on future versions of a Specification, limited to those portions of the future version that are substantially the same as in the Specification as it was approved prior to the Withdrawal Date, and (d) Necessary Claims in any patent filed by the former member after the Withdrawal Date if such claims have a priority date that is during the period when the former member was a member. The surviving license obligations will be RAND-Z Licenses, except for claims identified in a RAND Exclusion filed prior to the Withdrawal Date, which will be subject to a RAND License obligation. Other than as described in this Section 2(f), no new obligations attach post Withdrawal Date.

i. *License obligations are binding on successors and assignees.* The obligation to license Necessary Claims in accordance with this Policy is an encumbrance that is binding upon any and all assignees and transferees of any Necessary Claims. Members agree to (a) notify its assignee or transferee of such obligation; and (b) require its assignee or transferee to agree to similarly provide such notice to its assignees or transferees of this obligation. Further, a member should take other reasonable actions, as and if appropriate for the members' legal jurisdiction, to ensure that direct and subsequent assignees and transferees are bound by the license obligations imposed by this Policy. The obligation to license will be binding on all successors-in-interest irrespective of whether notice or other action has occurred, however.

j. *No patent search obligation.* The obligations set forth in this Policy do not imply any obligations on members to perform or conduct patent searches.

3. Software. The Board may adopt a Software Policy. The Software Policy may require that a member license software code Contributions made by that member in accordance with the terms of applicable software licenses identified in the Software Policy.

4. Trademarks. OMA3 will be permitted to use the name and corporate logo (or similar mark) of members in OMA3 promotional materials solely in connection with communications about OMA3 membership, subject to reasonable use limitations communicated by the member to OMA3. OMA3 members may use the OMA3 name and membership logo solely to communicate their membership in OMA3, subject to a reasonable trademark use policy to be published by the Board. The OMA3 name and trademarks may not be used to communicate compliance or conformance with any OMA3 specifications or technology, and may not otherwise be used in connection with any member product or service, except as permitted by an applicable written OMA3 license agreement or Board-approved policy which license shall be equally available to all OMA3 members. A party granting a trademark license under this Section 4 will be entitled to terminate such license if it reasonably believes that the licensee is misusing the licensor's mark.

5. **Confidentiality.** All materials generated by OMA3 and by members on behalf of OMA3, and not specifically designated as non-confidential by the Board, including any draft specifications, working group mailing lists and minutes, will be deemed the confidential information of OMA3. Members may discuss this information among OMA3 members, but will otherwise maintain this information in confidence with at least a reasonable degree of care. The Board will establish processes to determine the timing and nature of any public release of deliverables. Materials released publicly are non-confidential.

6. **Disclaimer**. The Specifications and Contributions are provided "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OR CONDITION OF MERCHANTABILITY, SECURITY, SATISFACTORY QUALITY, NONINFRINGEMENT INCLUDING NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, FITNESS FOR ANY PARTICULAR PURPOSE, ERROR-FREE OPERATION, OR ANY WARRANTY OR CONDITION OTHERWISE ARISING OUT OF ANY PROPOSAL, CONTRIBUTION, SPECIFICATION, OR SAMPLE.

7. **Scope; amendments; authority.**

   a. *Assent to terms.* Participation in OMA3 as a member indicates assent to the terms of the Policy. Any party that desires to not be bound by the terms of this IPR Policy must abstain from joining, and must not engage in OMA3 activities.

   b. *No implied licenses.* Except as expressly provided in this IPR Policy, Membership Agreement, or OMA3's Guiding Principles, no other rights to intellectual property or software are granted by members by implication, estoppel or otherwise.

   c. *Amendments.* The OMA3 Board of Directors may amend this Policy at any time in its sole discretion. No amendment to this Policy will be effective in less than 30 calendar days from the date that written notice of such amendment is sent to members.

   d. *Authority.* Individuals acting within the scope of their employment, or otherwise as an agent of a legal entity, act on behalf of their employer or other legal entity. The individual represents that they have the right and authority to bind their employer or other principal to these terms. The bound entity represents and warrants that it has the right to grant the licenses described in these terms.

OMA3 Association
Organizational Regulations

Article I. Purpose and application

These organizational regulations ("**Regulations**") are adopted by the Board of the OMA3 association ("**Association**" or "**OMA3**") and govern together with the applicable laws, the OMA3 articles of association (as amended, the "**Articles**"), the Organizational Documents (as applicable), the organization of the Association.

In case of any conflict or inconsistency between the applicable laws, the Articles or the Organizational Documents, the following order of precedence shall govern: (1) mandatory applicable laws, (2) the Articles, (3) these Regulations, (4) the other Organizational Documents. In case of any conflict or inconsistency between the other Organizational Documents, the one relating to the subject matter shall prevail.

The Board may modify or amend any rule(s) in these Regulations or in the other Organizational Documents at any time within the purpose of the Association for good governance.

Article II. Definitions

Terms not otherwise defined in these Regulations shall have the meaning assigned to them in the Articles.

"**Board of Directors**" or the "**Board**" means the group of individuals charged with directing the activities and affairs of the Association in accordance with Article 7 of the Articles.

"**Executive Director**" means the executive director of the management as defined in Article IV (1) (1.1) of these Regulations.

"**Chairperson**" means the Board member elected by the other Board members to preside over the Board.

"**General Assembly**" means the meeting of the Members and the resolutions by means of written/electronic means (*Urabstimmung*), as defined in the Articles.

"**Member**" means a member of the Association as defined in the Articles.

"**Membership Criteria**" means the criteria and procedures to become a Member as defined in the Articles.

"**Secretary**" means the secretary of the management as defined in Article IV (1) (1.2) of these Regulations.

"**Sponsor Member**" means a member of the class 'sponsor member' as defined in the Articles.

"**Treasurer**" means the treasurer of the management as defined in Article IV (1) (1.3) of these Regulations.

"**Working Group**s" means working groups for Association initiatives as defined in Article VI (1).

Article III. Board

1. **Composition**

The Board constitutes and amends itself (co-optation) and designates its Chairperson other roles as appropriate. The selection of candidates by the Board is limited to the candidates nominated by the Sponsor Members for election. Each member of the Board nominated by a Sponsor Member shall be and remain an employee, officer, or director of the Sponsor Member that nominated such member.

A non-election of a nominated member by a Sponsor Member or the dismissal of such a member (once elected) is only permitted for valid reasons, including but not limited to situations, where (i) a nominated member does not comply with the requirements in the applicable laws, the Articles, these Regulations, or the other Organizational Documents, or (ii) the election of a nominated member is objectively detrimental to the interests of the Association, or (iii) the maximum number of members has been reached.

2. **Number of Board members and limitations**

The Board shall consist of a minimum of one (1) member at all times and a maximum of forty (40) members. The number of Board members shall correspond to the total number of Sponsor Members . If at any time there are more than forty (40) Sponsor Members, then any individual or entity that thereafter becomes a Sponsor Member becomes entitled, in the order of becoming a Sponsor Member, to individually nominate a member of the Board for election by the Board upon: (i) the resignation or termination of a Sponsor Member that was entitled until its resignation to nominate a member of the Board, (ii) notice by a Sponsor Member entitled to nominate a member of the Board that it is waiving its right to nominate or replace a member, and the resignation or removal of any member of the Board then serving that had been nominated by such Sponsor Member, or (iii) the amendment of these articles of association to expand the number of Board members available to be filled by Sponsor Members.

3. Term

All Board members shall hold office until their dismissal, or their respective successors are elected or their resignation. Except for adjustments that the Board may make in the future to maintain or create staggered terms upon any increase or decrease in the authorized number of members, the term of office for Board members is one (1) year; such term of office shall run from January 1 to December 31 of the calendar year after election or from July 1 to May 31. The Board shall make provisions to stagger the terms of members so that each half-year the terms of as close as possible to one-half of its members shall expire. There shall be no prohibition on re-election or re-nomination of any member following the completion of that member's term of office. Elections of members whose terms are expiring in any calendar year shall be held in the quarterly election meeting prior to the expiration.

The effective term of a Board member will cease regardless of the one-year (1) term upon (i) his or her death, (ii) the resignation of the member, termination of employment, directorship or the engagement as officer by the appointing Sponsor Member, (iii) appointment of a successor or replacement member by the Sponsor Member, or (iv) when the appointing Sponsor Member ceases to be a Sponsor Member.

4. Power and tasks of the Board

The powers and tasks of the Board include:

a. performing of any and all duties imposed on it collectively or individually by: applicable law, the Articles, these Regulations, and the other Organizational Documents;
b. defining and enacting the Membership Criteria and other Organizational Documents;
c. appointing and removing members of the Board, subject to the conditions set out in Article III (1);
d. electing the Chairperson, and other roles within the Board annually;
e. appointing and removing, employing and discharging, and prescribing the duties and fixing the compensation, if any, of all officers, agents, and employees of the Association;
f. supervising all officers, agents, and employees of the Association to assure that their duties are performed properly;
g. Admit or exclude Members;
h. establishing, modifying, and disbanding committees, working groups, sub-committees, -groups, or other sub-bodies and enact associated rules, policies, procedures and regulations;
i. delegating some or all of its duties to one or more persons, including but not limited to decentralized autonomous organizations (membership in the Association is not required);
j. initiating an ecosystem organization such as a decentralized autonomous organization with governance tokens ("**Ecosystem Organization**"), considering proposals (including initiatives) for

the fulfillment of the purpose of the Association by such Ecosystem Organization or submitting proposals and other matters in connection with the Association to such Ecosystem Organization for consultative votes. The Board may adopt rules, policies, procedures and regulations, defining voting rights and voting procedures in this regard;

k. adopting final technical specifications or technical documents resulting from working groups and related initiatives to be published by the Association;
l. approval or rejection the Association's budget, and, if the annual budget is not approved at the start of each business year, determining how the Association will operate based on the prior budgets, to the extent practical, until a budget is approved;
m. preparing an annual report for each year on the past activities as well as providing insight on the forward-looking annual program of the Association to be submitted to the ordinary General Assembly for information;
n. appointing persons authorized to sign on behalf of the Association and determining their signature authority. As a general rule, the Board shall only grant to Board members, officers and other individuals representing the Association collective signature right by two. If a member of the Board is also the chair of the management, such member may only sign collectively with another authorized signatory from the Board or the management but not with any non-Board or non-management individual; and
o. other than with respect to the powers of the General Assembly, to the extent permitted by mandatory law, all other powers within OMA3.

5. Compensation

The members of the Board act voluntarily and will not receive compensation for such voluntary office. They will be reimbursed, however, for any out-of-pocket expenses reasonably incurred.

6. Meetings

6.1. Convocation, agenda and resolutions

At the invitation of the Chairperson or the Secretary, the Board holds meetings as often as the operation of the Association requires, but at least one meeting every quarter. One-third of the members of the Board may request, by stating the agenda items and motions, that a meeting be convened by the Chairperson or the Secretary. In the absence of the Chairperson or the Secretary convening a validly requested meeting within thirty (30) calendar days from such request date despite a written reminder sent by the requesting members copying in all other Board members, such requesting members may in such case convene the Board meeting in the Chairperson's and the Secretary's stead.

Meetings may be convened by letter, telefax, email or any other method of communication enclosing the agenda items and motions at seven (7) days prior to the date of the meeting. This period may be shortened if this is necessary from an operational point of view or if it benefits the Association.

No resolutions may be passed on items not included in the agenda without the consent of two-thirds of the members of the Board.

6.2. Quorum of attendance

The Board constitutes a valid quorum, if the majority of its members are present. If the quorum is not reached, the meeting shall be postponed and called against with at least seven (7) days prior notice. In this case, the Board is duly constituted with the presence of at least ten (10) members. If the Board (temporarily) consists of less than five (5) members, then all members must be present.

6.3. Decision making

Subject to Article V(6) below, each Board member has one (1) vote at the Board meetings. In the event of an equality of votes, the Chairperson shall have the casting vote. The resolutions of the Board are generally adopted by the majority of votes present (one person one vote), unless otherwise required. The following matters require a two-third majority of the members present:

a. appointment and dismissal of Board members as set out in Article III(4) (b);
b. expulsion of membership as set out in article 4.4 of the Articles;
c. changes to the Membership Criteria;
d. dismissal of a member from the role as Chairperson, or any other role in the Board during the term of office;
e. determination of the compensation for executive officers of the management (if any); and
f. as otherwise required by applicable law, the Articles or the other Organizational Documents.

6.4. Type of meetings and circular resolutions

Board meetings can be held as physical meetings, by telephone conference or video conference call.

Board resolutions may also be passed by way of circular resolution by mail, e-mail, or any other method of communication as determined by the Board, unless the mandatory applicable law requires otherwise, or a member of the Board demands an oral deliberation.

6.5. Minutes

Minutes recording the deliberations and resolutions (same quorums as for physical or virtual Board meetings) of the Board shall be kept. The minutes shall be signed (wet-ink or by electronic signature, if not otherwise required by applicable laws) by the Chairperson and the Secretary.

7. Right to information

Each member of the Board may request information on all matters relating to the Association. In the meetings, all members of the Board and any management officer, committee, working group, sub-committee, -group, or other sub-body are obliged to provide information. If a member of the Board requests information or inspection of business documents outside the meetings, such member shall address this request in writing to the Chairperson.

On request of the Board, the Executive Director, each chair of a committee, working group, sub-committee, -group, or other sub-body informs the Board about the current course of business and their focus. Extraordinary events must be brought to the attention of the Board without delay.

8. Insurance for corporate Agents

Except as may be otherwise provided under provisions of law, the Board, in its sole discretion, may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any particular agent of the Association (including a director, officer, employee, or other agent of the Association) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the Articles, or applicable provisions of law.

Article IV. Management - officers

1. Composition, power and tasks

The Board may appoint one or more officers and delegate the day-to-day operation, management and administration of the Association. The main functions within the management are: the (i) the Executive Director, (ii) the Secretary, and (iii) the Treasurer. The Executive Director shall be the chair of the management and head of the group. The management may also elect another member as chair.

The Board may define the rights and duties of each officer in a separate agreement. Each officer may engage third parties to undertake any of its activities, provided that the relevant officer enters into

appropriate contracts protective of the Association, and ensures compliance with terms and conditions of these Articles, these Regulations, and the other Organizational Documents.

If the Board does not appoint any officers or only officers for few of the defined functions in this Article IV, such unfilled functions remain with the Board.

1.1. Executive Director

The officer acting in the capacity of Executive Director, will, subject to the control of the Board, supervise and control the operational affairs of the Association and the activities of the other officers and other employees or service providers.

The Executive Director of the Association will perform such undertakings as are necessary to manage the day-to-day needs of the Association, including:

a. scheduling and setting up the meetings of the Association, for Board meetings as may be requested by the Chairperson, and for committees, working groups, sub-committees,- groups, or other sub-bodies meetings as may be requested by the chair or vice chair of such committees, working groups, sub-committees,- groups, or other sub-bodies;
b. facilitating communication between Members as may be requested by the Board;
c. providing Members with timely minutes, summaries and other reports with respect to the activities of the Association as may be prepared by the Secretary or the Board;
d. Receiving and processing member agreements, and executing them on behalf of the Association; and
e. In general, performing all duties incident to the office of Executive Director and such other duties as may be required by applicable law, the Articles, these Regulations, or which may be assigned to the Executive Director from time to time by the Board

Furthermore, the Executive Director keeps the overall interest and direction of the Association and is the 'spokesperson' of the Association (i.e. is authorized to communicate with journalists, analysts and media on behalf of the Association).

The Executive Director may act as the secretary at Board meetings in the event that the designated Secretary is unavailable to attend such Board meetings, and will perform the duties of the Secretary during any such Board meeting in addition to the duties of the Executive Director.

Except as otherwise expressly provided by law, by the Articles, or by these Regulations, or the other Organizational Documents, the Executive Director will, in the name of the Association, execute such

deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board.

1.2. Secretary

The Secretary will take care of the corporate housekeeping of the Association, including:

a. keep at the principal office of the Association or at such other place as the Board may determine, the original, or a copy, of the Articles, these Regulations, other the Organizational Documents, and any amendments to either document as well as a book of minutes of all Board meetings and management meetings, and, if applicable, meetings of other committees, working groups, sub-committees,- groups, or other sub-bodies;
b. see that all notices are duly given in accordance with the provisions of the Articles, these Regulations, the other Organizational Documents, or as required by applicable law;
c. keep at the principal office of the Association, or electronically on a member-accessible server, a member book containing the name and address of each and any Members, and, in the case where any participation has been terminated, the Secretary will record such fact in the member book together with the date on which such participation ceased;
d. if required by mandatory applicable law or as determined by the Board, exhibit at all reasonable times to any Member, or to the Member's agent or attorney, on request thereof, these Regulations, the other Organizational Documents, the member book, and the minutes of the proceedings of General Assemblies;
e. in general, perform all duties incident to the office of secretary and such other duties as may be required by applicable law, the Articles, these Regulations, or which may be assigned to the secretary from time to time by the Board; and
f. the Secretary may stand-in for the Executive Director at Board meetings if the Executive Director is unavailable to attend such Board meetings, and will perform the duties of the Executive Director during any such Board meeting in addition to the duties of the Secretary.

1.3. Treasurer

The Treasurer manages the funds of the Association, including:

a. have charge and custody of, and be responsible for, all funds and securities belonging to the Association, and deposit all such funds in the name of the Association in such banks, trust companies, or other depositories as will be selected by the Board;
b. receive and give receipt for monies due and payable to the Association from any source whatsoever;

c. disburse, or cause to be disbursed, the funds of the Association as may be directed by the Board, taking proper vouchers for such disbursements;
d. keep and maintain adequate and correct accounts of the Association's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses;
e. exhibit at all reasonable times the books of account and financial records to any Board member of the Association, or to the Board member's agent or attorney, on request thereof;
f. render to the Executive Director and the Board members, whenever requested, an account of any or all of the transactions as treasurer and of the financial condition of the Association;
g. prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports;
h. prepare, or cause to be prepared, the annual budget for each new Association year including a financial outlook for the Board; and
i. in general, perform all duties incident to the office of treasurer and such other duties as may be required by applicable law, the Articles, these Regulations, or which may be assigned to the Treasurer from time to time by the Board.

1.4. Other Officers

The Association may also have such other officers with such titles as may be determined from time to time by the Board. New officer positions can be created by the Board. The creation of the officer position must contain the following description: (i) Name of position; (ii) a task description; and (ii) duration.

2. Term

Officers will be elected by simple majority vote of the Board at each annual meeting of the Board and each officer will hold office until such officer resigns, or is removed or is otherwise disqualified to serve, or until a successor will be appointed at the next annual meeting, whichever occurs first.
Subject to the terms and conditions of individual agreements and mandatory applicable laws, the Board may remove any officer from the officer's elected office, either with or without cause, at any time.

The effective term of an officer will cease upon (i) his or her death, (ii) the resignation of the officer, termination of employment, directorship or the engagement as officer by the appointing Sponsor Member, (iii), or when the appointing Sponsor Member ceases to be a Sponsor Member.

Any officer may resign at any time by giving written notice as set out in the individual agreement (if any) to the Board or to the Chairperson, or the Secretary of the Board.

3. Meetings

The management shall meet at least monthly and whenever a meeting is requested by one of its members. Meetings are chaired by the chair.

The management passes its resolutions by a majority of the votes casted. Each member of the management has one vote. In case of vote parity, the chair shall have the casting vote.

4. Reporting

The officers report to the Executive Director. The Executive Director reports to the Chairperson. On request of the Board, the Executive Director shall inform the Board on the state of affairs of the Association so as to allow the Board to comply with its statutory duty to ultimately manage and supervise the Association. If deemed necessary or appropriate, the Executive Director or the Board may request the participation of other officers.

At any time, the Executive Director shall report without delay to the Board all significant changes, developments and events affecting the business of the Association.

5. Compensation

Except for the Executive Director, whose services may be provided pursuant to a consulting and services agreement between the Association and an outside contractor, officers will serve without compensation by the Association, unless the Board authorizes compensation. Nothing herein contained will be construed to preclude any officer from serving the Association in any other capacity as an agent, employee, or otherwise, and receiving compensation therefore.

The provisions of this Section 5 will be superseded by any conflicting terms of a contract that has been approved or ratified by the Board relating to the employment of any officer of the Association.

Article V. Membership

1. Membership Classes

The Association has classes of membership. The Association is open for participation by any natural person (or persons) representing a decentralized unincorporated entity in the Web3 industry, corporation, partnership, association, trust, public or private non-profit research institution, governmental body, or other legal entity that supports the purpose of the Association, has an interest in participating in the activities of the Association and meets the Membership Criteria defined in this Article V..

Admission to membership in the Association is subject to the conditions that an applicant executes the member agreement, accepts to be bound by the Articles and the Operational Documents, and pays the fees for the relevant membership class.

2. General Membership Criteria

Applicants for membership in the Association must meet the following criteria:

a. be a natural person (or persons), a decentralized unincorporated entity in the Web3 industry, corporation, partnership, association, trust, public or private non-profit research institution, governmental body, or other legal entity that supports ;
b. active participation in the field of metaverses and surrounding ecosystems by contributing to the industry;
c. willingness to support and work toward the purpose of the Association;
d. good reputation, in the Web3 and tech industry;
e. good standing; and
f. no increased reputational, financial, or criminal risk for the Association by admitting the applicant.

3. Sponsor Members

3.1. Additional Membership Criteria

a. The process for becoming a Sponsor Members is described in the OMA3 Board Invitation Policy available to all members and shall be updated as needed.

3.2. Rights

Sponsor Members have full voting rights in the General Assembly and are entitled to:

a. nominate one representative of the Board as defined in the Articles and these Regulations;
b. dismiss the nominated and elected representative in the Board;
c. nominate for each officer position of the management a candidate for the possible election by the Board;
d. all rights of Participating Members; and
e. other rights as set out in the Articles or any other Organizational Document.

4. Participating Members

Participating Members are divided into Contributor Members and Community Members as subclasses. They do not have voting rights in the General Assembly but are entitled to participate and debate in the General Assembly.

4.1. Additional Membership Criteria

Applicants for Participating Members must meet the general Membership Criteria set out above.

4.2. Rights of Contributor Members

Contributor Members are entitled to:

a. participate in working groups, subject to the participation terms of each working group that may include limitations;
b. appoint (i) one voting and (ii) one non-voting representative for each working group, subject to the participation terms of each working group that may include limitations;
c. nominate an individual and vote on the election of a chair for each working group;
d. propose new working groups and other initiatives for consideration by the Board;
e. all rights of the Community Members; and
f. other rights as set out in the Articles or any other Organizational Document.

4.3. Rights of Community Members

Community Members are entitled to:

a. participate and debate in the General Assembly;
b. participate in consultation and feedback procedures as defined by the Board;
c. access to final specifications and market requirements documents as may be approved by the Board;
d. licensing final specifications resulting from working groups under reasonable and non-discriminatory terms as described in IPR Policy; and
e. subject to procedures as may be adopted by the Board, the right to use the Association's name and logo in connection with identifying Member's membership in the Association; and
f. other benefits designated by the Board to Community Members.

5. Participation of Affiliates and related entities

Representatives of Affiliates of a Member are permitted to participate in all activities in which representatives of the Member are permitted to participate. Affiliates may also elect to join as independent Members, provided that Affiliated entities will be deemed to be one Member for all Association votes and quorum calculations. If a Member is itself a consortium, membership organization, user group or other

entity which has members, then the rights and privileges granted to such Member shall extend only to the paid employees or volunteer leader of such Member, and not to its members or users.

6. Fees and dues

The annual dues payable to the Association by each class of Members will be established and may be changed from time to time by resolution of the Board. The Association may establish from time to time additional fees for Members with representatives serving on the Board. Initial dues will be due and payable upon written commitment to join the Association. Thereafter, yearly dues will be due and payable as specified in the member agreement or any other Organizational Document or on the invoice. If any Member is delinquent in the payment of dues, such Member's rights will be deemed suspended upon written notice from the Association until all delinquent dues are paid and the Board may expel the Member according to the Articles.

7. Member roll

The Association will keep a participant roll containing the name and address, including electronic mail addresses, of each Member, the date upon which the applicant became a Member, and the name of one individual from each Member organization who will serve as a primary contact for the Association, receive all correspondence and information, distribute this information within the Member's organization, and vote on all issues submitted to a vote of the Member. Termination of the membership any Member will be recorded in the roll, together with the date of termination of such participation.

Article VI. Committees, Working Groups, sub-committees, -groups, or -other sub-bodies

The Board may create committees, working groups, sub-committees,- groups, or other sub-bodies and define the scope of activity, as well as establish rules, policies, procedures and regulations, specifications, and terms and conditions, which lay down requirements, the type of collaboration, participation conditions, rights and obligations of each participant or member and competencies of each committee, working group, sub-committee, -group, or other sub-body.

All participants, members or natural or legal persons otherwise involved in any initiative, committee, working group, sub-committee, - group or other sub-bodies are bound (as applicable) by the Articles, these Regulations and the other Organizational Documents.

1. Working Groups

The Association will have such groups of Members as may from time to time be designated upon vote of the Board ("**Working Groups**"). Meetings and actions of Working Groups will be governed by, noticed and held in accordance with Article VI (1).

1.1. Formation

Any Sponsor or Contributor Member may propose to the Board the establishment of one or more Working Groups to carry out the work of the Association. Such a proposal will include the proposed charter of such Working Group, and the Sponsor or Contributor Members that initially desire to participate in such Working Group. The Board will (1) approve or disapprove the formation of each Working Group, (2) approve or disapprove the charter of such Working Group or propose a different charter, (3) appoint the initial chair of such Working Group from among the Sponsor and Contributor Members, which chair will serve for a term of two (2) years after which time the Board must either replace or reappoint said chair, and (4) appoint the initial vice chair of such Working Group from among the Sponsor and Contributor Members, which vice chair will serve for a term of two (2) years after which time the Board must either replace or reappoint said vice chair. The Board will provide timely notice of the formation and chair of each Working Group to all Members as the approved charter that will govern together with the Articles and the Organizational Documents the actions of such Working Group. Without limiting the powers of the Board, all output of Working Groups, including but not limited to draft specifications, and modifications thereto, will be subject to review and approval of the Board in accordance with the Organizational Documents prior to publication or disclosure by the Association and before becoming binding upon the Association and the Members.

The Board may provide a charter template that defines the fundamentals for the organization of Working Groups and other templates that must be used for making any proposals and for Working Group operations.

1.2. Composition

Any Sponsor or Contributor Member in good standing is eligible to participate in any Working Group. Members may first be required to enter into any additional agreement or accept additional terms and conditions as required by the Board and the charter of the Working Group.

1.3. Record of Activities

It is the duty of the vice chair to document and record the Working Group's activities.

1.4. Meetings

Working Groups will hold regular meetings on a schedule as determined by such Working Group. The noticing of meetings of the Working Group and the governance thereof will be defined in the charter. When practical, Robert's Rules of Order will be used as a guide in the conduct of meetings.

1.5. Termination

The Board may vote to terminate any Working Group either upon a determination of the completion of its charter or otherwise.

1.6. Charter

Every Working Group shall operate under a charter, approved by the Board. The charter shall be updated and approved as needed. Discussions outside the charter are not allowed. In addition, every Working Group shall develop and maintain a workplan, release schedules, and milestones.

1.7. Minimum Requirements

The Board may develop and publish guidelines which establish the objective minimum requirements for specifications being developed by Working Groups, as part of the charter.

1.8. Removal of a participant

A participant of a Working Group may be temporarily or permanently removed from a Working Group, if such participant has repeatedly violated the charter guiding the Working Group, the Articles or Organizational Documents.

The Working Group chair can remove a participant from an ongoing meeting after an appropriate warning has been provided and the participant continues such violations. The Working Group chair can temporarily remove a participant from future meetings in consultation with the Board. Permanent removal requires Board approval. The Board shall follow due process and hear the participant prior to determining the cause of action.

1.9. Working Group Procedures

1.9.1. *Working Group Meetings*

Working Group meetings may be conducted as face-to-face meetings, telephone conference or video conference calls.

Meeting quorum is defined as fifty percent (50%) or more of eligible voting participants. In the absence of a quorum, a meeting can be held as an informative meeting. A Working Group may agree to organize ad-hoc meetings, outside the regular Working Group schedule.

Ad-hoc meetings shall not count towards voting eligibility and shall not require a quorum. Decisions shall not be made, even if a quorum is reached.

Every Working Group meeting shall record detailed meeting minutes. Working Group meetings may be recorded to support the writing of minutes, if no one in the meeting is designated for taking minutes. Recording of a meeting requires unanimous consent from all meeting participants. Recordings are to be deleted after approval of the minutes. Meeting minutes shall be published in the Working Group's domain of the Association's document management system. Meeting minutes or an extract of them can be published to all Members or can be made available outside the Association, after approval from the Board. In that case, the Working Group shall develop publication guidelines.

An agenda for every Working Group meeting shall be provided at least three (3) business days prior to the Working Group meeting. The meeting shall go over the following topics:

- legal reminder
- attendance
- approval of past meeting minutes
- review of open action items
- approval of agenda
- discussion of agenda topics
- next meeting

1.9.2. *Notice*

Telephone conference or video conference calls for meetings shall be announced at least one (1) week prior. Recurring meetings do not require individual notices. Face-to-face meetings shall be announced at least fifteen (15) days prior to the start of the meeting. Ad-hoc meetings shall be announced in a prior recurring meeting.

1.9.3. *Decision Making*

The Working Group leadership is always encouraged to reach consensus whenever possible. Working Group leadership should take into account the viewpoints of all voting participants. Additionally, the

project scope, workplan, release schedules, and milestones, as approved by the Board should all be taken into account. For all Working Group actions quorum shall be met.

Consensus approval of issues can be done through unanimous consent, i.e., without any raised objections. Abstentions are allowed. The issues resolved through unanimous consent shall be documented in the meeting minutes.

Consensus can also be reached through voluntary consensus, where a participant voices a minor dissent, but the dissenting participant agrees to move forward on a voluntary consensus basis, after the dissent has been heard and addressed or discussed. The dissenting participant can ask the dissent to be recorded in the meeting minutes.

If unanimous approval cannot be reached, the Working Group may use non-binding straw polls at any time to obtain a sense of the participants' views. Straw polls may be executed without pre-announcement, at the discretion of the Working Group chair. At the discretion of the Working Group chair, non-eligible voting participants can be included in the straw poll.

When consensus cannot be reached, voting may occur at the Working Group level. Announcing and holding votes is entirely at the discretion of the Working Group chair. Votes shall be announced in the meeting agenda at least twenty-four (24) hours prior to the Working Group meeting in which the voting will occur.

To execute a formal vote, the Working Group chair shall formulate clearly defined motions with a clear indication of the voting positions. Valid positions are affirmative, negative or abstain. Abstains are considered deference to the affirmative result. Motions shall be submitted and seconded by separate eligible voting participants. Formal votes can be executed through a roll call vote during a meeting or via an electronic ballot. Electronic ballots shall be open for at least seven (7) days.

A formal vote can only be executed or set up (in case of an electronic ballot), if fifty (50) % or more of the total eligible voting participants are present. A simple majority of eligible voting participants may request a secret vote. Otherwise, all formal votes are not secret. Proxy voting is allowed in case of an electronic ballot, subject to support from the voting tool.

A properly announced Working Group vote on a motion shall pass, if at least 2/3 of eligible non-abstaining votes cast an affirmative vote to approve the motion.

$$\text{Success} = [\ (\text{Affirmative}) / (\text{Affirmative} + \text{Negative}) >= 2/3\ ]$$

If a motion cannot be formulated as a simple Yes/No motion, voting shall be executed through ranked-choice voting. The option receiving the least number of votes shall be removed and replaced by the voter's next choice, which has not been eliminated yet. If more than one option has the same least number of votes, all these options are eliminated. Elimination of options shall be done until either one option has received at least 2/3 or all votes or only two options are left. In the latter case, if one of these two options receives at least 2/3 of all votes, the vote passes and the option is approved. Otherwise, the vote failed. If through elimination less than two options survive, the vote fails. The issues resolved through formal voting shall be documented in the meeting minutes, including the voting results and voting participants in case of a non-secret vote.

1.9.4. *Voting Eligibility*

Participating Sponsor and Contributor Members are eligible to vote in Working Group decisions, if their attendance has been recorded in at least two (2) of the last three (3) regular meetings (not including the current meeting) of the Working Group. Meetings which stretch over multiple sessions count as one meeting. Ad-hoc meetings are not included in eligibility calculations.
In case of a newly created Working Group, voting eligibility is granted to all participating Sponsor and Contributor Members present in the first three (3) regular meetings.

Voting eligibility with electronic ballot shall be based on the voting list from the last Working Group meeting prior to the voting notice being issued. Only one representative of each participant shall participate in a vote (i.e., 1 Member, 1 vote).

1.9.5. *Meeting Rules of Order*

The Working Group meetings are meant to provide a free and open environment in which issues are identified and discussed regarding topics necessary for meeting the Working Group's deliverable output requirements. Meeting order is based on common courtesy. The Working Group chair has discretion to establish the degree to which formal rules of order are to be observed, utilizing Robert's Rules of Order, as a guide in the conduct of meetings.

Article VII. Miscellaneous

1. Duties of care, loyalty and confidentiality

All Board members, officers and other natural or legal persons (including members of the General Assembly) that perform any duty for the Association shall perform their duties with diligence and in good faith in the best interest of the Association.

All Board members, officers and other natural or legal persons (including members of the General Assembly) shall observe confidentiality in all matters relating to the Association's activity, in accordance with the confidentiality provisions of the IPR Policy where applicable.

Except if otherwise defined by mandatory laws or as required to exercise mandatory rights, all Board members, officers and other natural or legal persons (including members of the General Assembly) must return all files relating to the Association by the end of their term of office or membership at the latest.

2. Conflict of interest and withholding of vote

All Board members, officers and other natural or legal persons (including members of the General Assembly; on matter outside of the General Assembly) that perform any duty for the Association must declare the nature and extent of:

a. any direct or indirect material interest which it has in a proposed transaction or arrangement with the Association; or
b. any direct or indirect interest or any duty which it has which conflicts or may conflict with the interests of the Board or its duties towards the Board.

In case of conflict of interest the Board member, officer or natural or legal person in question shall withhold its vote (if any). The member can be present for the deliberations (if any), but not for the decision regarding the matter. If it is unclear whether the interests or duties of a Board member, officer or natural or legal person may lead to a conflict of interest, the Board shall decide whether there is an actual or potential conflict of interest.

The Board may establish further conditions and requirements for conflict of interests and establish rules, policies, procedures or regulations in this regard.

3. Governing law, mediation and arbitration

These Regulations and any other Organizational Document are governed by substantive laws of Switzerland Any dispute, controversy or claim arising out of or in relation to these Regulations or any other Organizational Document, including the validity, invalidity, breach or termination thereof, shall be subject to the mediation and arbitration clause in the Articles.

Dirk Lueth, Chairperson, 20 October 2022

This document will be approved at a later date.

OMA3
COMPETITION/ANTITRUST POLICY

VERSION 1.0

OMA3 was formed for the purpose described in its Articles of Association. OMA3 members are committed to fostering open competition in the development and sales of offerings related to OMA3 specifications. OMA3 recognizes that it must not be a means for its members to reach unlawful agreements regarding pricing, terms of sale, customers or markets or engage in other anticompetitive behavior.

OMA3's policy, therefore, is to take all appropriate measures to comply with competition (or in the US, antitrust) laws, and OMA3 requires the same from its members in all matters relating to their participation in OMA3 activities, including when acting on behalf of OMA3. It is each OMA3 member's responsibility to obtain appropriate legal counsel regarding their conduct in OMA3 and compliance with applicable competition or antitrust laws and regulations.

OMA3 members understand that in certain lines of business they may be direct competitors and that it is imperative that they and their representatives comply with all applicable competition or antitrust laws. In particular, in relation to activities of OMA3, OMA3 members:

a. will not enter into any agreement whose object or effect is anti-competitive or abuse of a dominant position;
b. will not exchange any competitively sensitive information including the price of their products or services, the costs of their products or services, or the terms and conditions under which they are sold;
c. will not engage in conduct which leads to price-fixing, market sharing or exclusion; and
d. will adhere to the objectives outlined in the written agendas for OMA3 meetings which they will attend in compliance with all applicable competition or antitrust laws and the provisions of this Policy.

OMA3 supports open collaboration and is not intended to, and may not, play any role in the competitive decisions of members, or in any way restrict or interfere with competition in industries or other specifications. Neither participation in OMA3 nor OMA3's approval or release of a specification shall exclude any member or non-member from using any specification, or require any OMA3 member to use or implement the specification, or preclude any member from developing or employing additional, competing or alternative products, specifications or implementations, or foreclose any member from taking a different course of action should any member so desire. Any implementation of the specifications released by OMA3 shall be voluntary.