Integrated Distributed Ledgers Contribution License Agreement

Posted: August 21, 2019

1. Agreement Background.

This Integrated Distributed Ledgers Contribution License Agreement (**"IDL CLA"**), specifically designed to ensure cooperation with the community in the case of distributed ledger technology software.

Types of licenses that have been developed for proprietary and open source software are not suitable today for a new type of software products based on distributed ledger technology.

The mechanisms of DLT Technology involve the community in the development and operation of programs (validation, mining, and so on). Forks can devalue the prior efforts of the community. In order to avoid such a depreciation, Integrated Distributed Ledgers developed a separate license type for its DLT Software (IDL CLA). It gives its contributors the maximum amount of rights to use both the IDL DLT Software and the results of their contribution (Contribution). The condition is only one thing - do not do Forks. This license can be used by other DLT projects.

With the above being said, Integrated Distributed Ledgers provides this Integrated Distributed Ledgers Contributor License Agreement ("**IDL CLA**") which constitutes a contract between you ("**you**", "**Contributor**") and Sigany Ltd., incorporated in Belize with company number 164617 ("**Company**", "**we**" or "**us**").

This Agreement applies to any Contribution you make as described herein and set out the intellectual property rights you grant to Company in the contributed materials. This is a binding legal agreement on you and any organization you represent. You understand that by submitting any Contribution you agree to be bound by this Agreement. If you do not accept this Agreement in their entirety, you are not permitted to provide the Contribution.

You understand that by developing any Contribution, you agree to be bound by this Agreement. If you do not accept all of the terms of this Agreement in their entirety, you are not permitted to develop any Contribution. If you agree to the terms of this Agreement on behalf of an entity, you represent and warrant that you have the authority to bind that entity to the terms of this Agreement and agree that you are binding both yourself and that entity to the terms of this Agreement. In that event "You" and "your" will refer and apply to both you and that entity.

2. Definitions

"Blockchain" refers to a type of database that takes a number of records and puts them in a block, which is then "chained" to the next block, using a cryptographic signature.

"**Distributed ledger**" refers to the registry (network), which is a database distributed across several Internet resources, all of whose users can see its records (transactions) in accordance with pre-established rules and algorithms (consensus).

"Distributed ledger technology" or "DLT" refers to any distributed ledger computer technology.

"DLT Software" refers to any software based on distributed ledger technology.

"DLT Network" refers to a set of Nodes that share the management of a common set of information, which is recorded in a distributed ledger.

"Fork" refers to a change to a DLT Network's blockchain protocol and data structure, which may be backwards compatible (soft fork) or not backwards compatible (hard fork).

"Nodes" refers to participants on a distributed ledger. Different nodes may have different rights to process, validate, read and/or delete records (transactions).

"Integrated Distributed Ledgers Platform" or **"IDL DLT Software"** refers to the DLT Software systems and programs, the communication and network facilities, and the hardware and equipment owned or used by the Company to provide the User with the Services that enables a fixation of various legal relationships in the form of permanent records in a distributed ledger. The Platform program code is published on Github at https://github.com/Chain-in-Law/cil-core;

"Contribution" refers to any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material or original work, including any modification or addition to an existing work, which you develop in any manner for inclusion in the IDL DLT Software, or any derivative work or modification of the IDL DLT Software.

"Contributor" or **"You"** refers to you and any organization on whose behalf you are entering this Agreement.

3. IDL Public License and Waiver.

a) Assignment. By developing a Contribution, you assign to the Company all right, title and interest in any copyright you have in the Contribution, and you waive any rights, including any moral rights, database rights, etc., that may affect the Company's ownership of the Contribution.

b) License to the Contributor. With respect to any copyrights in the IDL DLT Software and your Contribution the Company hereby grants to You a revocable, exclusive, worldwide, no-charge, royalty-free, unrestricted license to use the IDL DLT Software and your Contribution and associated documentation files (the "Software") to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

      i)   the Contribution shall be based on distributed ledger technology (be a DLT Software);

      ii)   the Contribution shall continue to work within the original IDL DLT Network without violating its consensus algorithm or resulting a Fork.

c) License to Contributor's Terms and Termination. You may not use, copy, modify, or distribute the the IDL DLT Software and your Contribution except as expressly provided under this IDL Contribution License Agreement. Any attempt otherwise to use, copy, modify or distribute the IDL DLT Software and your Contribution is void, and will automatically terminate your rights under this Agreement. However, parties who have received copies, or rights, from you under this IDL Contribution License Agreement will not have their licenses terminated so long as such parties remain in full compliance.

d) License to the Company. If your assignment in Section 2(a) is ineffective for any reason or your License to Contributor's is terminated in accordance with Section 2(c), with respect to any copyrights in your Contribution you hereby grant to the Company a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights. This includes, at our option, the right to sublicense these same rights to third parties through multiple levels of sublicenses or other licensing arrangements; (ii) you agree that each of us can do all things in relation to your Contribution as if each of us were the sole owners, and if one of us makes a derivative work of your Contribution, the one who makes the derivative work (or has it made) will be the sole owner of that derivative work; (iii) you agree that you will not assert any moral rights in your contribution against us, our licensees or transferees; (iv) you agree that Company may register a copyright in your contribution and exercise all ownership rights associated with it; and (v) you agree that neither of us has any duty to consult with, obtain the consent of, pay or render an accounting to the other for any use or distribution of your Contribution.

4. Effective Date. The rights that you grant to us under these terms are effective on the date you first submitted your Contribution, even if your submission took place before the date you accept this Agreement.

5. Your Representations and Warranties. By developing of a Contribution You represent and warrant that: (i) the Contributions are an original work and that you can legally grant the rights set out in these terms; (ii) the Contributions and Company's or its affiliates' exercise of any license rights granted hereunder, does not and will not, infringe the rights of any third party; (iii) You are not aware of any pending or threatened claims, suits, actions, or charges pertaining to the contributions, including without limitation any claims or allegations that any or all of the contributions infringes, violates, or misappropriate the intellectual property rights of any third party (you further agree that you will notify Company immediately if you become aware of any such actual or potential claims, suits, actions, allegations or charges); and (iv) you are authorized to enter this Agreement on behalf of entity (as defined above).

6. Intellectual Property. Except for the assignment and licenses set forth in this Agreement, this Agreement does not transfer any right, title or interest in any intellectual property right of either party to the other. If you choose to provide us with provide us with suggestions, ideas for improvement, recommendations or other feedback, on any software we may use your feedback without any restrictions or payment.

7. Indemnification. To the fullest extent permitted by applicable law, You will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, attorneys, accountants, financial advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your Contribution or use of the Software, (ii) your responsibilities or obligations under this Agreement, (iii) your violation of this Agreement, or (iv) your violation of any rights of any other person or entity. Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 7. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

8. Limitation of liability. The IDL DLT Software is provided "as is", and the Company makes no guarantees that the Software always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, the Company also

disclaims all warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. The Company cannot predict when issues might arise with the Software. Accordingly, under no circumstance the Company will be liable to the Contributor for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to this Agreement.

9. Governing Law. This Agreement, applying without limitation to matters of interpretation and/or disputes, shall be governed by the laws of Seychelles, without regard to principles of conflict or choice of laws, and the parties agree that all disputes relating to the terms of this Agreement shall be resolved non-exclusively in the courts of Seychelles, unless the Company chooses to take proceedings against the Contributor in any other court of competent jurisdiction. The taking of proceedings by the Company against the Contributor in one or more jurisdictions shall not preclude the taking of proceedings by the Company against the Contributor in any other jurisdiction, whether concurrently or not.

10. Severability. If any provision or part of a provision in this Agreement is held to be illegal, invalid, or unenforceable by a court or other decision making authority of competent jurisdiction, then the remainder of the provision will be enforced so as to effect the intention of the parties, and the validity and enforceability of all other provisions in this Agreement will not be affected or impaired.

11. No Partnership. The parties acknowledge and agree that they are dealing with each other as independent contractors. Neither the Agreement, nor any terms and conditions contained in the Agreement may be construed as creating or constituting an employee-employer relationship, a partnership, a joint venture, a franchise, or an agency between the Contributor and the Company.

12. Waiver of Default. Waiver of any one default will not waive subsequent defaults of the same or different kind, and no failure or delay of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights.

13. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

14. Miscellaneous. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including this Agreement, will be provided in electronic form.