

# Ethics & Integrity Policy

Version 1.1 | Effective as of May 7, 2024 (last updated February 10, 2025)

*Capitalized terms not defined herein shall have the meanings ascribed to them in the Hedera LLC Agreement.*

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## Introduction

### A. Purpose Statement

1. Hedera encourages the active involvement of its Council Member representatives, elected leaders (including Directors and Committee Chairs), Committee Delegates, employees, contractors, appointed observers, invited experts, and other participants in the Hedera community and ecosystem. Consistently with the Hedera LLC Agreement, nothing in this Policy is intended or shall be construed to (i) prevent individuals from engaging in outside activities, regardless of whether such activities are competitive with Hedera; or (ii) impose fiduciary or analogous duties on any entity or individual that exceed the duties set forth in Section 7.5(g) of the Hedera LLC Agreement.
2. The purposes of this Policy are to strengthen Hedera's decentralized governance structure and increase transparency surrounding individual involvement in the Hedera community and ecosystem (as well as other relevant outside activities) to increase trust and inform the Council Members' election of, and engagement with, certain covered individuals.
3. This Policy includes four components:
  - a) Related Party Transactions: Identify transactions involving related parties, such as vendor agreements with Council member organizations, for specific consideration and adjudication by the Board to ensure they are entered into on market terms;
  - b) Payments to Directors: Establish clear guidelines for the Council Members to evaluate programs, policies, or initiatives that could result in payments to Hedera Directors;
  - c) Required Disclosures (Decision-Making or Oversight Authority): Encourage disclosure of activities and interests that may be perceived as relevant to an individual's participation in Hedera governance activities and identify other actual, potential, or apparent conflicts of interest so that they can be managed fairly and appropriately without adversely affecting the operations of the Council and the governance of the Hedera Network; and
  - d) Code of Conduct: Provide clear guidelines to all individuals participating in Hedera governance and public-facing activities in order to preserve the integrity of Hedera and the Hedera ecosystem.

### B. Applicability

1. This Policy is effective as of the date set forth above (the "Effective Date"). This Policy applies to any Related Party Transactions (as defined herein) entered into after the Effective Date and any material amendment, renewal, or extension of an existing Related Party Transaction after the Effective Date. This Policy also applies to any activities, interest, or conduct identified after the Effective Date that are covered by this Policy, regardless of whether such activities, interests, or conduct precede the Effective Date.
2. This Policy supersedes the preexisting Hedera Conflict of Interest & Related Party Transactions Policy (as approved in May 2021) and the Hedera Code of Conduct (as approved in February 2023). This Policy does not supersede, and should be read in conjunction with, all other Hedera policies such as the Antitrust Policy, Anti-Corruption Policy, and Economic Sanctions and Financial Crimes Policy, among others.
3. Nothing in this Policy shall be read to alter or diminish any term of any other Hedera Policy or agreement to which an individual or entity may be subject.

### C. Agreement to be Bound

1. By accepting or assuming a role as a Council Member representative, Director, Committee Chair, candidate for an elected leadership position, Committee Delegate, employee, contractor, appointed observer, invited expert, or other participant in Hedera activities (each, a "Participant"), each Participant agrees to be bound by the terms of this Policy.
2. In addition, individuals elected to leadership positions in their individual capacities shall be subject to

the obligations and restrictions set forth in the Hedera LLC Agreement (including all Hedera policies). By accepting such a position, each Participant agrees to all of the terms set forth in the aforementioned documents.

#### **D. Administration of Policy**

1. With respect to Sections I, II, and IV, the “Administrator” of this Policy shall be Hedera’s Board of Directors (the “Board”) or a designee thereof. With respect to Section III (Payments to Directors), the “Administrator” of this Policy shall be the Council Members or a designee thereof.
2. Unless otherwise stated, the Administrator has the full authority to administer the Policy and to interpret and construe the Policy in accordance with its terms. The Administrator is authorized to adopt such rules, regulations, forms, and guidelines for administering the Policy and delegate responsibilities to administer the Policy as it deems necessary or appropriate. All actions of the Administrator shall be final, conclusive, and binding upon all persons to the fullest extent permitted under applicable law. The Administrator may rely upon any information furnished by Hedera, its public accountants, and other advisors in its administration of the Policy. No individual serving on or as the Administrator will have personal liability by reason of any good faith actions or omissions undertaken in furtherance of the Administrator’s administration of the Policy.
3. The Secretary has the authority, in the Secretary’s reasonable discretion, to make administrative revisions to the Policy without requiring the prior approval of the Administrator. The Secretary is authorized to amend Schedule A (*Disclosure Form*) at any time at the direction of the General Counsel (or the General Counsel’s designee, which shall collectively be referred to as the “General Counsel” for purposes of this Policy).

#### **E. Implementation**

1. The Board shall use best efforts to devote time at one Board meeting per year to discuss any real or perceived conflicts of interest that may have arisen. The Board Chair shall use best efforts to remind Directors annually of the requirements set forth in this Policy applicable to Directors.
2. The General Counsel shall make this Policy available to all Council Member representatives, elected leaders, Committee Delegates, and Hedera employees and contractors. The Hedera Chair shall use best efforts to remind such parties annually of the Policy and required disclosures.
3. The General Counsel shall use best efforts to review this Policy no less than annually and to make or propose any updates as may be required in the General Counsel’s discretion.

## I. Related Party Transactions

### A. Definitions & Scope

1. “Transaction” means any exchange, agreement, arrangement, relationship, or series of similar exchanges, agreements, arrangements, or relationships (including any indebtedness or guarantee of indebtedness). The term “Transaction” includes any material amendments or updates to an existing Transaction. The term “Transaction” does not include:
  - a) Any obligations or agreements required by virtue of entering the LLC Agreement (e.g., the Member Node Hosting Terms or subsidy);
  - b) Any Transactions with Council Members pursuant to a program or initiative approved by Council that, by its terms, is available to all Council Members (such as grants pursuant to a fellowship program or similar engagement initiative) (each, a “Hedera Program”);
  - c) Any employment or compensation arrangements (including coin grants and benefits regularly provided under plans and programs generally available to employees) with a Hedera employee or with an independent contractor, provided that such employee or independent contractor was not otherwise a Related Party prior to becoming a Hedera employee or independent contractor; and
  - d) Indemnity payments made to any Related Parties in accordance with the LLC Agreement or indemnification agreement between Hedera and the Related Party.
2. “Related Party” means, with respect to any particular Transaction, any:
  - a) Council Member or an Affiliate of any Council Member or party that, in connection with the transaction (or series of transactions), would become a Council Member or an Affiliate of a Council Member;
  - b) Any current or former officer of the Council;
  - c) Any current or former employee or independent contractor of the Council;
  - d) Any current or former member of the Council’s Board of Directors (the “Board”) (or nominee for election to the Board);
  - e) Council Member’s current or former Designated Representative to the Council;
  - f) Immediate Family member of any of the persons in (b)-(d);
  - g) Immediate subordinate of any of the persons in (b)-(d);
  - h) entity in which a Related Party holds, either individually or in the aggregate, a material financial interest (meaning a 35% or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5%); or
  - i) entity of which a Related Party is an officer, director, trustee, or employee.
3. “Related Party Transaction” means any Transaction in which:
  - a) Hedera Hashgraph, LLC and/or any of its Affiliates is a party,
  - b) any Related Party has or will have a direct or indirect material interest, and
  - c) the aggregate value involved will or may be reasonably expected to exceed \$100,000.
  - d) The phrase “Related Party Transaction” also includes Transactions with Council Members pursuant to a Hedera Program that seek material deviations from the terms of a Hedera Program, such as a request for a payment to be made in USD rather than HBAR.

4. Review by Five (5) Non-Conflicted Directors. The terms of this Section I apply to Transactions in which at least five (5) voting members of Hedera's Board of Directors are not considered Related Parties. Transactions that implicate the Hedera Board as a whole, such as a program or initiative that could result in payment to Directors, shall be reviewed pursuant to Section II of this Policy.

## **B. Recusal & Refrain from Influence**

1. Refrain from Influence. Any Related Party (and, if any entity, such entity's representative(s)) who has a direct or indirect material interest in a proposed or existing Related Party Transaction shall refrain from using his or her personal influence to encourage the General Counsel or the Board to refrain from identifying, approve, or take any particular action with respect to a Related Party Transaction.
2. Recusal.
  - a) Any Related Party (and, if any entity, such entity's representative(s)) with a direct or indirect material interest in the proposed Related Party Transaction must physically excuse himself or herself from participation in any discussions regarding the Related Party Transaction with Hedera officers and employees and at Council, Board, or Committee meetings, except to respond to requests for information about the Related Party Transaction (without such excusal affecting the existence of a quorum).
  - b) If the General Counsel is a Related Party to a proposed Related Party Transaction or otherwise must recuse herself or himself from decisions regarding a Related Party Transaction, the General Counsel's duties herein shall be conducted by their designee, provided however, such designee is appropriately engaged to offer legal counsel to the Council.

## **C. Identification and Evaluation of Related Party Transactions**

1. Identification & Disclosure to General Counsel.
  - a) Any Related Party who becomes aware of a proposed Related Party Transaction shall promptly disclose the existence and circumstances of the Related Party Transaction to Hedera's General Counsel or, if Hedera's General Counsel is a Related Party, to the Hedera Chair.
  - b) Any Council Member who becomes aware of a proposed or existing Related Party Transaction may notify the General Counsel and report the existence and circumstances of such Transaction, including the reasons such Council Member believes the Transaction should be subject to review under this Policy.
  - c) At any time, the General Counsel or the General Counsel's designee may identify a Related Party Transaction and initiate the review procedures set forth herein.
2. Determination. Hedera's General Counsel (or General Counsel's designee) will review the facts and circumstances of the proposed transaction and determine whether it constitutes a "Related Party Transaction" requiring review under this Policy.
3. Related Party Transaction Report. If Hedera's General Counsel determines the transaction requires review, the General Counsel will oversee the preparation of a report that includes the material facts of the transaction, including:
  - a) the Related Party's interest in the transaction;
  - b) the material terms of the transaction, including its approximate aggregate value as well as the value of the amount of the Related Party's interest in the transaction;
  - c) the purpose of, and potential benefits to the Hedera Network of, the transaction;
  - d) if applicable, the availability of other sources of comparable products or services;
  - e) an assessment of whether the transaction is on terms that are comparable to terms that could have been reached with an unrelated third party;

- f) whether the proposed transaction includes any potential reputational risk issues; and
  - g) any other relevant information regarding the transaction.
4. Board Review of Related Party Transaction. The report for a proposed transaction deemed to be a Related Party Transaction will be submitted to the Board for consideration.
  5. Expedited Approval and Ratification. If the General Counsel, in consultation with the Hedera President, determines that it is not practical for Hedera to wait until the next Board meeting to approve the transaction, the President has the authority between Board meetings to approve the Related Party Transaction unless the President is a Related Person in the transaction. In such cases, the Related Party Transaction shall be submitted to the Board at its next meeting for ratification.
  6. Board Approval of Related Party Transaction. Approval of a Related Party Transaction shall require the approval of a majority of the Board (excluding any Board members that are Related Parties in the transaction). In voting on the transaction, the Board will consider all the relevant facts and circumstances, including the material in the Related Party Transaction Report, for such proposed transaction. A Board member may vote to approve a Related Party Transaction if he or she determines in good faith that the Related Party Transaction is in, or is not inconsistent with, the best interests of the Hedera Network.
  7. Ratification.
    - a) If any Related Party becomes aware of a Related Party Transaction that has not been previously approved or ratified under this Policy, it will promptly submit the transaction to the Board for consideration.
    - b) A Related Party Transaction entered into without approval or an exemption under this policy shall not be deemed to violate this Policy, or to be invalid or unenforceable, so long as the transaction is reviewed in accordance with this Policy as soon as reasonably practicable after the Board becomes aware of the transaction.
    - c) The Board will evaluate the transaction considering the criteria set out in the approval process under this Policy and will consider all options, including ratification, amendment or termination of the Related Party Transaction.

#### **D. Disclosure to Council Members**

1. As soon as reasonably practicable following the Board's approval of a Related Party Transaction, Hedera's General Counsel or General Counsel's designee shall notify Council Members of the approved Related Party Transaction.
2. In notifying Council Members of the approved Related Party Transaction, Hedera's General Counsel or General Counsel's designee shall disclose such information, which may or may not include the Related Party Transaction Report, that he/she considers necessary to fulfill the mandate of this section while balancing other issues such as confidentiality.

## II. Payments to Directors

### A. Scope.

1. The procedures set forth in this Section II shall apply to any Hedera policies, programs, or initiatives that may involve payments or compensation to Hedera Directors in their capacity as Directors. Such programs include, but are not limited to: (i) the terms of director participation requirements and reward amounts under the Contributor Rewards Policy and the eligibility of Directors to receive referral rewards pursuant to a recruitment fee program; and (ii) terms related to Director eligibility for any other payments from Hedera, including substantive payment terms (e.g., amount of payment, payment timing, participation requirements), and payment implementation matters.
2. The procedures set forth in this Section II shall not apply to (i) the terms of policies, programs, or initiatives that are generally applicable to all Hedera Council representatives, such as Hedera's Travel & Expense Policy; or (ii) programs or initiatives that result in or may result in payments to a Council Member with which a Director is affiliated, such as Hedera grant programs available to all Council Members.

### B. Identification.

1. Hedera's General Counsel shall be responsible for identifying matters that fall within the scope of this Section II.
2. To the extent any Director or Council Member representative believes that a matter is within the scope of this Section II and should be subject to review thereunder, such representative may report any such matter to the General Counsel for determination.

### C. Evaluation & Decision.

1. Matters within the scope of this Section II shall be reviewed and evaluated as follows. Upon the General Counsel's determination that a proposed policy, program, or initiative is within the scope of this Section II, the General Counsel shall convene a designated committee pursuant to the terms of this subsection.
2. The meeting may be attended, and the General Counsel shall invite, all Council Members to participate that: (i) are unaffiliated with current Hedera Directors (such Council Members shall be considered "unconflicted" for purposes of this Section); and (ii) have attended two of the last three meetings of the Hedera Council (such group that satisfies criteria (i) and (ii), the "Designated Committee"). Either the primary or an alternate voting representative may attend the meeting of the Designated Committee and vote on the Council Member's behalf (such individual, the "Designated Committee Delegate") such that each Council Member may exercise one vote via its Designated Committee Delegate.
3. The Designated Committee shall be considered active and authorized to take action on Council's behalf if the number of Council Members who are unconflicted and who have attended two of the last three Council meetings is greater than or equal to five.
4. The General Counsel shall provide notice of a meeting to the Designated Committee via email (or other means in the General Counsel's reasonable discretion) with as much notice as is reasonably practicable under the circumstances and as determined in the General Counsel's reasonable discretion. The General Counsel may, in his or her reasonable discretion, waive the requirement that a Council Member have attended two of the last three meetings if the General Counsel determines that the Council Member is informed and able to meaningfully participate in the decision.
5. The meeting shall be chaired by the General Counsel. The Council Secretary or Secretary's designee shall act as administrator of the meeting and shall record meeting notes and decisions.
6. Assuming the Designated Committee is active, the number of Council Members constituting a majority of the Designated Committee shall constitute a quorum for the transaction of business. Each Designated Committee Delegate may exercise one vote in every meeting in which quorum is present. The Designated Committee may act with the votes of a majority of the Designated Committee Delegates present at the meeting.

7. Alternatively, in the General Counsel's discretion, a Designated Committee may act by a majority approval of an electronic ballot sent to all Designated Committee members.
8. If the Designated Committee does not consist of at least five members, then the Designated Committee shall develop a recommendation to be presented to the full Council (excluding Council Members affiliated with then-current Directors) for a decision.
9. Policies, programs, and initiatives reviewed under this Section II shall be revisited at least once per year at a time to be determined by the General Counsel; provided that the General Counsel shall use best efforts to achieve a determination on matters involving Director compensation at a time prior to the annual election for Directors.
10. Members of Designated Committees shall conduct their duties independently, devoid of third-party influence or influence from any conflicted Council Members or individuals.

**D. Disclosure to Council Members.**

1. To the extent a decision is reached under this Section II, as soon as reasonably practicable thereafter, the General Counsel shall provide a report of such decision to the Council either in a written report or during a subsequent Council meeting.
2. The General Counsel shall ensure that any decision reached pursuant to the procedures set forth in this Section II is documented in Hedera's records.



### III. Conflicts & Required Disclosures (Decision-Making or Oversight Authority)

#### A. Disclosure by Covered Individuals.

1. This Section III(A) applies to individuals elected or appointed into decision-making or oversight roles, such as elected leaders (Directors and Committee Chairs), Board liaisons and observers, and individual oversight roles as may be appointed from time to time, as well as individual candidates for elected positions (each, a “Covered Individual”). Application of this Section III(A) shall be determined by the General Counsel in the General Counsel’s discretion.
2. Disclosure of Outside Activities.<sup>1</sup>
  - a) Covered Individuals understand and acknowledge that the Council Members have requested increased disclosure of outside activities that could, or could reasonably be perceived to, impact a Covered Individual’s performance of his or her position. Such disclosure may also alleviate the perception of conflict and could, in certain circumstances, lead to mitigation protections that strengthen Hedera’s governance activities.
  - b) Covered Individuals shall, during the nomination or application process (and, in any event, prior to any election in which such individual is a candidate), disclose the information requested in the form attached as Schedule A<sup>2</sup> hereto and any additional information as reasonably requested by the General Counsel (the “Disclosure Form”).<sup>3</sup>
  - c) Covered Individuals understand and acknowledge that the Disclosure Form, along with any conflicts identified by the General Counsel, will be made available to the Council Members via the Causeway portal at [members.hedera.com](https://members.hedera.com) or as otherwise determined by the General Counsel. Each Covered Individual hereby consents to such information being shared for the purpose of informing the Council Members of outside activities that could reasonably be perceived as related to performance of such Covered Individual’s position.
  - d) Covered Individuals shall immediately notify the General Counsel of any material changes to the Disclosure Form during his or her term. Covered Individuals shall reaffirm their Disclosure Forms annually, upon any new appointment, or as reasonably requested by Hedera’s General Counsel.
3. Identification of Conflicts.
  - a) The term “conflict” for purposes of this Policy shall include any actual, potential, and/or perceived conflicts of interest, which may arise in any instance in which an individual has or appears to have secondary activities or interests that could influence, or could be perceived to influence, such individual’s ability to perform his or her duties in an impartial or effective manner. This definition includes, but is not limited to, any outside activities that are competitive with the Council.
  - b) The General Counsel shall identify conflicts raised in the Disclosure Form or otherwise related to any Covered Individual. In identifying such conflicts, the General Counsel may present the issue of whether a conflict exists to the Board or a Designated Committee as set forth in Section III(A)(4)(b).
  - c) To the extent any Council Member representative believes that a conflict exists with respect to any Covered Individual, such representative or individual may report any such matter to the General Counsel for review.

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<sup>1</sup> “Outside activities” as used in this Policy shall be interpreted consistently with the definition set forth in the Hedera LLC Agreement.

<sup>2</sup> The Secretary may amend Schedule A at any time at the direction of the General Counsel.

<sup>3</sup> Covered Individuals holding elected positions as of the Effective Date shall disclose such conflicts by submitting the Disclosure Form within thirty days of the date on which the Disclosure Form is made available.

4. Recusal & Mitigation.

- a) Upon identification of a conflict pursuant to this Section, the involved Covered Individual(s) shall immediately recuse themselves from any decision directly or indirectly related to the identified conflict, to be determined in the General Counsel's discretion. The General Counsel may temporarily remove an individual from his or her position if reasonably required to avoid the appearance of conflict.
- b) If, in the discretion of the General Counsel, the conflict is of such a nature that the individual cannot perform the duties of the elected position without a conflict or the appearance thereof, then the General Counsel shall either: (i) present the conflict to the Board for resolution if at least five Board members are unconflicted; or (ii) convene a Designated Committee pursuant to the procedures outlined in Section II(A)(3) (provided, however, that the Designated Committee shall include only those Council Members who are unaffiliated with the conflicted individual(s) and have attended two of the last three meetings of the Hedera Council unless otherwise determined in the General Counsel's discretion). To the extent the Board or Designated Committee determines that the individual must resign or engage in other mitigation steps to avoid a conflict, the General Counsel is authorized to take any action necessary to implement the Board or Designated Committee's decision.

5. Noncompliance.

- a) Upon a Covered Individual's failure to submit his or her Disclosure Form (or any additional information requested by the General Counsel) within the time limitations set forth in this Policy, or a Covered Individual's failure to update a Disclosure Form within 30 days of a change to the information contained therein, the General Counsel shall provide the Covered Individual an additional 15 days to cure the disclosure, which such notice may be made before the Council at the General Counsel's discretion. A Covered Individual's failure to submit the requested information within the extended time limit shall be considered a breach of this Policy and shall render the Covered Individual ineligible for any payments or benefits from Hedera for the time period in which the Covered Individual remains in breach, unless otherwise determined in writing by the General Counsel. To the extent the Covered Individual remains in breach for a period of 30 days, the General Counsel shall inform the Chair of such breach.
  - b) If the General Counsel determines that there is reason to believe a Covered Individual submitted an inaccurate Disclosure Form, provided inaccurate information related to follow up requests for information, or failed to timely update a Disclosure Form, the General Counsel may either (i) request clarification, to which the failure to respond shall be considered a material breach of this Policy, (ii) present the issue to the Board for resolution if at least five Board members are unconflicted; or (iii) convene a Designated Committee to adjudicate the issue pursuant to the procedures outlined in Section II(A)(3) (provided, however, that the Designated Committee shall include only those Council Members who are unaffiliated with the conflicted individual(s) and have attended two of the last three meetings of the Hedera Council unless otherwise determined in the General Counsel's discretion). The Board or Designated Committee, as applicable, shall have the authority to remove the Covered Individual from his or her position and take any other enforcement action as it deems necessary.
6. Report. The General Counsel shall ensure that any conflict identified pursuant to this Section III(A), including the resolution thereof, is documented in Hedera's records and is reported to the Council as soon as reasonably practicable.

**B. Individual Voter Conflicts & Removal / Recusal of Benefit Recipients**

1. To the extent a Council Member representative has a conflict related to any issue that is presented to the Council or a Committee for a vote, such representative shall decline to vote on the Council Member's behalf and the vote shall be cast by an unconflicted alternate representative, if any. The conflicted representative shall decline to influence in any way the deliberation or voting on the manner related to the conflict without fully disclosing such conflict to the Council or applicable Committee.
  - a) Notwithstanding the foregoing, Council Member representatives may cast a vote on the Council Member's behalf to elect themselves to an elected position (i.e., a Director or a Committee Chair position), or (2) on a prospective Council Member even if the Council Member representative is

eligible to receive a referral fee, so long as such eligibility is disclosed in advance of the vote.

- b) The General Counsel is authorized to grant additional exceptions to this Section on a case-by-case basis.
2. To the extent any Director has a conflict with respect to any vote brought before the Board of Directors and such conflict is outside the scope of a Related Party Transaction, such Director shall immediately disclose the conflict, recuse him- or herself from the vote, and decline to influence in any way the deliberation or voting on the manner related to the conflict (without such recusal affecting the existence of a quorum).
3. Where a person, either body corporate or individual, has received (or is in on-going discussions regarding possible future receipt of) any monies, crypto currencies and/or other benefits in kind ("Benefits") from Hedera LLC and/or from any Hedera LLC funded foundations and/or other Hedera LLC ecosystem organizations (either, a "Partner"), either directly or indirectly, such person must not take part in, or be present during, any discussion and/or voting regarding their or any such Partner's receipt or possible future receipt of such Benefits nor any discussion or voting that may in any way relate to, impact and/or be connected in any way to any past or future Benefit awards. This Section does not apply to discussions or voting involving Benefits that are generally applicable to all Council Members (such as node subsidies).
4. The General Counsel may identify conflicts covered by this Section. To the extent any Council Member representative or individual believes that a matter is within the scope of this Section, such representative or individual may report any such matter to the General Counsel for review. The General Counsel may exercise his or her discretion in requiring the conflicted individual or body corporate to leave the discussion, decline to vote or, if necessary, exclude the conflicted vote from the decision.

## IV. Code of Conduct

### A. Scope

1. This Code of Conduct applies to the activities of all Participants to guide conduct and interactions between Participants and with users, developers, partners, policymakers, and the general public.
2. This Code of Conduct and its underlying policies are intended to preserve the integrity of Hedera and the Hedera ecosystem by featuring key subjects and identifying additional resources to ensure Participants act in a lawful, ethical, and productive manner. This Code of Conduct is not intended to be a comprehensive guide to all Hedera policies nor to all responsibilities and obligations of a Participant.

### B. Conduct and Engagement

1. Diversity, Inclusion, Equity, and Accessibility. The Hedera network is governed, operated, and used by a global community, and Hedera celebrates the diversity of thoughts, values, beliefs, and perspectives brought by all members of the ecosystem. Participants must respect the principles of equal treatment and equal opportunities between human beings and must not discriminate based on race, religion, national origin, ethnicity, age, sex, gender, sexual orientation, political affiliation, social group, accessibility, opinions, or language.
2. Non-Harassment. All Participants must treat and be treated fairly, politely, and with respect. Participants shall not subject another individual to any form of harassment (sexual or otherwise), abusive, discriminatory, derogatory, defamatory, demeaning, offensive, or dangerous conduct, as well as other behaviors that would be considered inappropriate within a professional setting. Harassment includes situations in which a Participant grossly or repeatedly subjects another individual to conduct that the individual considers degrading or offensive, especially if the Participant has been warned about the impact of his or her conduct but continues with the offending behavior.
3. Compliance with Law. Hedera is committed to maintaining a culture of compliance. This includes compliance with ethical obligations as well as the legal obligations of the organization in all applicable jurisdictions in which an activity is conducted. Certain laws as applied to distributed ledger technology are still in development in many jurisdictions, but participants must make informed, good faith efforts to understand the local laws and regulations as applied to their activities.
4. Publicity and Social Media.
  - a) Participants must refrain from formally representing Hedera in public communications without receiving prior written confirmation from Hedera's Board, President, or a designee thereof. All other public statements or social media activity that could reasonably be attributed to or affiliated with Hedera should include an affirmative disclaimer of representation to avoid the perception that the Participant is representing the views of Hedera.
  - b) In all public communications, including social media, Participants should use sound judgment regarding content related to Hedera. Statements must not be made that violate Hedera policies or compromise the integrity or reputation of the organization, and should be consistent with Hedera values and this Code of Conduct. This includes an obligation to be honest, respectful, and to protect confidential information.
  - c) To ensure consistency of the Hedera Council's public policy positions, participants that note affiliation with Hedera in their public communications (including interviews, speaking engagements, written work, contributed content, and social media posts) on blockchain or crypto public policy (including regulatory, legislative and administrative issues) must not make statements critical of or endorsing proposed legislation or regulations, policymakers, or governments without prior approval from GovCom leadership. If approval from GovCom leadership is required, the proposed communication must be submitted to GovCom leadership at least five business days before the event/ interview/ publication/ posting . GovCom's leadership team is authorized to amend the terms of this Section IV(B)(4)(c) to clarify the circumstances under which public communications regarding public policy must be approved.

- d) The writer is responsible for clarifying with the publisher in advance the text of their bio, including any mention of Hedera affiliation. In advance, the writer should also clarify what the publisher's policies are regarding disclosures, as the news outlet may independently still add in the affiliation to ensure there is no conflict of interest. To the extent representation is inadvertently implied or attributed, even if through no fault of the Participant, the Participant shall take affirmative steps to disclaim such representation or affiliation if requested by the General Counsel.

#### 5. Internal Practices.

- a) The Hedera governing structure is designed to bring together a diverse group of highly qualified contributors to ensure the Hedera network meets the needs of the users and developers in the Hedera ecosystem. In recognition of the diversity of the Participants, adherence to consistent internal practices is essential to ensure all perspectives are heard, valued, and incorporated.
- b) Participants are strongly encouraged to: clearly indicate their name, role, and affiliation in all communications and at all meetings, both online and in-person; present visually through a webcam in online meetings if possible; contribute in a concise and direct manner and avoid dominating the conversation and diminishing other opinions with specific awareness towards gender equity; prepare in advance and attend all meetings in which they are registered or contractually obligated, and respect the outcomes of a collective decision-making process.
- c) Participants agree to present their positions and comments in a candid and thorough manner, with a willingness to provide sources of information, provide all relevant context including disclosure of any conflicting or related secondary interests, and otherwise ensure accurate, complete, and high-quality information is being presented or shared.
- d) Participants must also comply with any administrative requirements relating to their role and responsibilities as stated within any contractual agreement or other terms of participation, such as a committee charter and/or policy.
- e) When applying to any elected leadership position within Hedera, candidates shall not present application materials or other statements to the Council members that are false, misleading, or omit any material information of which a candidate is aware. If elected, each elected leader shall maintain an ongoing duty to inform the Hedera Chair and the Council Members of any material changes to his or her application materials through the duration of such elected leader's term.

### **C. Consequences of Non-Compliance**

1. Participants in violation of this Code of Conduct may be subject to disciplinary action, including for first-time offenses.
2. Chairs and administrators of Hedera meetings and events are empowered to immediately disqualify any Participant in violation of this Code of Conduct from the meeting or event without warning.
3. Violations of this Code of Conduct should be reported to the General Counsel and/or Chair(s) of the Hedera Council or Board. Continued or substantial failure to adhere to one or more of the principles of this Code of Conduct, determined by whether the incident would have warranted action beyond a reprimand if the subject had been an employee, will be reported to and reviewed by the Hedera Board, which may suspend or terminate the Participant from any or all activities or roles with immediate effect, and may report the violation to the Participant's employer. Sensitive or personal details pertaining to the violation may be anonymized or omitted at either the discretion of the Chair or General Counsel during Board review, or at the request of the offended party. Potential termination of a member of the Hedera Board or Council Member for violation of this Code of Conduct will be conducted under procedures established by the LLC Agreement.

## Schedule A: Disclosure Form

This Disclosure Form is intended to capture outside activities or interests that could reasonably be perceived as relevant to a Covered Individual's performance of a leadership role within Hedera's decentralized governance. The objective is to provide transparency so that Council Members can take such outside activities and interests into account when voting in Director and Committee Chair elections.

The information collected in this form will be made available to the Council Members via the Causeway portal at [members.hedera.com](https://members.hedera.com) or other means as approved by the General Counsel. The information contained within this Disclosure Form shall be considered Confidential Information subject to Section 11.14 of Hedera's LLC Agreement.

Name: \_\_\_\_\_

**Hedera Position (choose any that apply):**

- Current Office: \_\_\_\_\_
- Candidate for Elected Office: \_\_\_\_\_
- Appointment (e.g. Board liaison): \_\_\_\_\_
- Other: \_\_\_\_\_

Employer: \_\_\_\_\_

Position: \_\_\_\_\_

Are you affiliated with a Council Member?  Yes  No

If yes, which one? \_\_\_\_\_

Please identify your role with the Council Member:  Employee  Officer  Director  Authorized Agent

I have read and agree to the terms of the Hedera Ethics & Integrity Policy. I hereby confirm that the following disclosures are complete and accurate to the best of my knowledge, information, and belief. During my term as a Covered Individual, I agree to disclose any material changes to this information to Hedera ([legal@hedera.com](mailto:legal@hedera.com)) as soon as reasonably practicable.

I hereby consent to this information being shared for the purpose of informing the Council Members of outside secondary activities that could reasonably be perceived as relevant to my election, appointment, duties or related participation in Hedera governance activities.

*Acknowledged and Agreed:*

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Please submit this form to Hedera's General Counsel via [legal@hedera.com](mailto:legal@hedera.com).**

## Disclosures

For purposes of this Disclosure Form, the term “you” includes you, your immediate family members, or an entity in which you or an immediate family member owns over 10% of the issued and outstanding securities. The term “affiliate” means an entity for which you are employed, serve on the board of directors, or to which you provide services as a contractor with the expectation of receiving payments in excess of \$50,000.

1. **Ecosystem Foundations.** Did you or an affiliate request or receive in the last 12 months, or reasonably expect to request or receive in the next 12 months, any grant or payment from The HBAR Foundation, the Hashgraph Association, the DLT Science Foundation, or any other web3-related grant-giving entity?

Yes  No

*If yes, please share context/comments:*

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2. **Vendors.** Were you, in the last 12 months, employed by, on the board of, or otherwise affiliated with any organization that, to your knowledge, has received payments from Hedera in excess of \$5,000?

Yes  No

*If yes, please share context/comments:*

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3. **Competitive Outside Activities.** Are you engaged in any outside activities<sup>4</sup> that are competitive with the Hedera Network?

Yes  No

*If yes, please share context/comments:*

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<sup>4</sup> Outside activities means entering into, engaging in or conducting any other activity or performing for a fee any service; acting as a director, officer or employee of any corporation, as a trustee of any trust, as a general partner of any partnership, or as an administrative official of any other business entity; or receiving compensation for services to, or participating in profits derived from, the investments of any business, property, corporation, trust, partnership or other entity.

**4. Activities Related to the Hedera Network.**

a. Do you own more than 10% of the issued and outstanding securities in any entity or tokens of any project whose line of business, or any portion thereof, is related to or operates on the Hedera Network?

Yes  No

*If yes, please share context/comments:*

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b. Did you (or, to your knowledge, an affiliate) request or receive in the last 12 months, or expect to request or receive in the next 12 months, payments, tokens, or equity valued in excess of \$5,000 from any organization or project whose line of business, or any portion thereof, is related to or operates on the Hedera Network?

Yes  No

*If yes, please share context/comments:*

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**5. Miscellaneous.** Please disclose any additional secondary activities or interests that could reasonably be perceived as relevant to your performance of the Hedera position set forth above.

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**6. HBAR Holdings.** Do you currently hold over 1,000,000 HBAR?

Yes  No



## Appendix A: Document Change Log

Version	Date	Author	Change Description
0.1	April 24, 2024	Kate Ball, Tom Sylvester	Draft incorporating concepts approved by Council at the November 8 - 10, 2023 Council meeting
1.0	May 7, 2024	Board	Board-Approved Final Version
1.1	February 5, 2025	Kate Ball	Incorporated Board approved edits to Section III(B)(3) and (4) (regarding recusal in certain circumstances) and administrative edit to Introduction(A)(1) reflecting edits to the LLCA (fiduciary duties)
1.2	February 10, 2025	Kate Ball	Updated Schedule A, question 6, per Board resolution dated December 18, 2024