

**Technical Charter (the “Charter”)  
for  
x402 a Series of LF Projects, LLC**

**Adopted March 31, 2026**

This Charter sets forth the responsibilities and procedures for technical contribution to, and oversight of, the x402 open source project, which has been established as x402 a Series of LF Projects, LLC (the “Project”). LF Projects, LLC (“LF Projects”) is a Delaware series limited liability company. All contributors (including committers, maintainers, and other technical positions) and other participants in the Project (collectively, “Collaborators”) must comply with the terms of this Charter.

**1. Mission and Scope of the Project**

- a. The mission of the Project is to develop an open, internet-native payment standard to enable frictionless payments for accessing APIs, content, and other web resources.
- b. The scope of the Project includes collaborative development under the Project License supporting the mission, including documentation, testing, integration and the creation of other artifacts that aid the development, deployment, operation or adoption of the open source project.

**2. Technical Steering Committee**

- a. The Technical Steering Committee (the “TSC”) will be responsible for all technical oversight of the Project. Any meetings of the TSC are intended to be open to the public, and can be conducted electronically, via teleconference, or in person, unless the TSC otherwise agrees.
- b. The TSC may elect a TSC Chair from the Representatives, who will preside over meetings of the TSC and will serve until their resignation or replacement by a majority vote of the TSC made in accordance with Section 4 (which shall include, for the avoidance of doubt, the vote of the Representative then-serving as the TSC Chair).
- c. The TSC will be responsible for all aspects of oversight relating to the Project, which may include:
  - i. coordinating the technical direction of the Project;
  - ii. approving project or system proposals (including, but not limited to, incubation, deprecation, and changes to a sub-project’s scope);
  - iii. organizing sub-projects and removing sub-projects;

- iv. creating sub-committees or working groups to focus on cross-project technical issues and requirements;
  - v. appointing representatives to work with other open source or open standards communities;
  - vi. establishing community norms, workflows, issuing releases, and security issue reporting policies;
  - vii. approving and implementing policies and processes for contributing (to be published in the CONTRIBUTING file) and coordinating with the series manager of the Project (as provided for in the Series Agreement, the “Series Manager”), as applicable, to resolve matters or concerns that may arise; and
  - viii. discussions, seeking consensus, and where necessary, voting on technical matters relating to the code base that affect multiple projects.
- d. The TSC may delegate certain functions and decisions to Representatives, Contributors, Maintainers, or other persons from time to time, which functions and decisions shall be published in the CONTRIBUTING file.
  - e. The Representatives of the TSC and, as applicable, their associated Participating Organizations shall be identified in the Project’s governance repository, as may be updated from time to time.

### **3. TSC Representatives and Participating Organizations**

- a. The TSC shall initially consist of three representatives (the “Initial Representatives”), one from each of the three organizations named as a “Participating Organization” as of the inception date of the Project in the PARTICIPATING\_ORGANIZATIONS file (the “Participating List”) in the Project’s governance repository the “Initial Participating Organizations”).
- b. Additional representatives (“Additional Representatives” and, together with the Initial Representatives, the “Representatives”) may be added to the TSC from time to time by a majority vote of the TSC made in accordance with Section 4. Any Additional Representative must have been a Contributor and/or Maintainer prior to taking office.
- c. Additional Representatives may represent an organization or may be an individual Contributor or Maintainer (an “Individual Representative”). If a Representative purports to represent an organization for purposes of the Project and the TSC, such organization must be approved by a majority vote of the TSC made in accordance with Section 4 (any such organization, an “Additional Participating Organization” and, together with the Initial Participating Organizations, the

“Participating Organizations”). Additional Participating Organizations and the date of their accession to the Project shall be added to the Participating List.

- d. A Participating Organization shall always have the right to have a Representative on the TSC.
- e. A Representative may be removed from the TSC by a majority vote of disinterested Representatives made in accordance with Section 4 if such Representative:
  - i. Fails to vote or abstains from voting on at least five consecutive decisions submitted to the Representatives for a vote within the time frame set forth in Section 4.c.;
  - ii. Publicly states that the x402 standard should not or will not be operated in accordance with the principles of the Project (in the form published on the Project Github (as of the date of this charter, located at <https://github.com/coinbase/x402?tab=readme-ov-file#principles>) as of the date of this Charter or as thereafter amended by Supermajority Vote in accordance with Section 4.d.) (the “Core Principles”);
  - iii. Publicly makes a statement regarding x402 that such Representative knows to be false; or
  - iv. Violates the Project’s Series Agreement, CoC, or the Operating Agreement of LF Projects.
- f. A Participating Organization may be removed from the TSC by Supermajority Vote of the disinterested Representatives made in accordance with Section 4 in the following circumstances:
  - i. Such Participating Organization’s Representative fails to vote or abstains from voting on at least five consecutive decisions submitted to the Representatives for a vote within the time frame set forth in Section 4.b.iv;
  - ii. Such Participating Organization publicly takes a position on its official channels (such as its website or official social media channels) (“Official Channels”) that the x402 standard should not or will not be operated in accordance with the Core Principles;
  - iii. Such Participating Organization publicly takes a position regarding x402 on its Official Channels that such Participating Organization knows to be false; or
  - iv. Such Participating Organization violates the Project’s Series Agreement or the Operating Agreement of LF Projects.
- g. In addition to the foregoing, any Representative may be removed from the TSC, and any Participating Organization may lose its status as a Participating Organization, if the same is directed by any regulator with jurisdiction over the Project.

- h. A Participating Organization may remove its Representative at any time by providing written notice to the TSC, *provided* that such notice designates a successor Representative to take office effective immediately upon the predecessor's removal. Any successor Representative must have been a Contributor and/or Maintainer prior to taking office.
- i. A Representative may resign from the TSC at any time, and a Participating Organization may resign as a Participating Organization at any time, by providing written notice to the TSC.

#### 4. **TSC Voting**

- a. While the Project aims to operate as a consensus-based community, if any TSC decision requires a vote, the Representatives will vote on a one vote per Representative basis.
- b. Any Representative may present a decision to the TSC for a vote. Decisions shall either (1) be presented to the TSC for approval by vote at TSC meetings or (2) be presented to the TSC for approval by electronic vote without a TSC meeting.
  - i. Quorum for TSC meetings requires at least fifty percent of the applicable voting members of the TSC to be present. The TSC may continue to meet if quorum is not met but will be prevented from making any decisions at the meeting.
  - ii. All decisions and approvals by the TSC require at least a majority vote of Representatives then-eligible to vote. However, certain items described in Section 4.d. will require the affirmative approval of at least 75% of Representatives then-eligible to vote, and the tiebreaking provisions in Section 4.c will not be applicable (a "Supermajority Vote").
- c. Each eligible voting Representative must vote yes, no, or abstain on every decision presented to the TSC for approval within 10 business days from the date of presentation. If an eligible voting Representative does not vote on a decision, the Representative that submitted the matter to a vote may resubmit the decision, and if the same Representative does not vote within 10 business days from the date of the resubmission, such Representative will be deemed to have abstained from the vote. Any abstentions or deemed abstentions will not be counted towards the number of Representatives necessary to approve or reject the decision. In the event a vote of the TSC results in a tie, the vote of the Representative most recently added to the TSC shall be disregarded to achieve a majority decision. Tenure shall be determined by the Representative's appointment date or, for those representing a Participating Organization, the date of such Participating Organization having become a Participating Organization. The seniority of the Initial Participating Organizations will be as indicated in the Participating List.
- d. The following matters shall require a Supermajority Vote:

- i. Any change to the Core Principles, or the taking of any action by the Project that deviates from the Core Principles;
- ii. Removal of a Participating Organization as set forth in Section 3.f;
- iii. Changes as described in Section 9.c. and Section 10.a.

## **5. Contributors and Maintainers**

- a. The Project generally will involve Contributors and Maintainers. The TSC may adopt or modify roles so long as the roles are documented in the “CONTRIBUTING” file within the Project’s code repository. Unless otherwise documented:
  - i. Contributors include anyone in the technical community that contributes code, documentation, or other technical artifacts to the Project;
  - ii. Maintainers are Contributors who have earned the ability to modify (“commit”) source code, documentation or other technical artifacts in a project’s repository;
  - iii. Each Representative shall be a Maintainer; and
  - iv. A Contributor may become a Maintainer, and a Maintainer who is not a Representative may be removed as a Maintainer, by a majority vote of the TSC made in accordance with Section 4.
- b. Participation in the Project through becoming a Contributor and Maintainer is open to anyone so long as they abide by the terms of this Charter.
- c. The TSC may (1) establish work flow procedures for the submission, approval, and closure/archiving of projects, (2) set requirements for the promotion of Contributors to Maintainer status, as applicable, and (3) amend, adjust, refine and/or eliminate the roles of Contributors, and Maintainer, and create new roles, and publicly document any roles, as it sees fit.

## **6. Compliance with Policies**

- a. This Charter is subject to the Series Agreement for the Project and the Operating Agreement of LF Projects. Contributors will comply with the policies of LF Projects as may be adopted and amended by LF Projects, including, without limitation the policies listed at <https://lfprojects.org/policies/>.
- b. The TSC may adopt a code of conduct (“CoC”) for the Project, which is subject to approval by the Series Manager. In the event that a Project-specific CoC has not been approved, the LF Projects Code of Conduct listed at <https://lfprojects.org/policies> will apply for all Collaborators in the Project.
- c. When amending or adopting any policy applicable to the Project, LF Projects will publish such policy, as to be amended or adopted, on its web site at least 30 days prior to such policy taking effect; provided, however, that in the case of any

amendment of the Trademark Policy or Terms of Use of LF Projects, any such amendment is effective upon publication on LF Project's web site.

- d. All Collaborators must allow open participation from any individual or organization meeting the requirements for contributing under this Charter and any policies adopted for all Collaborators by the TSC, regardless of competitive interests. Put another way, the Project community must not seek to exclude any participant based on any criteria, requirement, or reason other than those that are reasonable and applied on a non-discriminatory basis to all Collaborators in the Project community.
- e. The Project will operate in a transparent, open, collaborative, and ethical manner at all times. The output of all Project discussions, proposals, timelines, decisions, and status should be made open and easily visible to all. Any potential violations of this requirement should be reported immediately to the Series Manager.

## **7. Community Assets**

- a. LF Projects (or an associated hosting entity) will hold title to all trade or service marks used by the Project ("Project Trademarks"), whether based on common law or registered rights. Project Trademarks will be transferred and assigned to LF Projects (or, where applicable, the associated hosting entity) to hold on behalf of the Project. Any use of any Project Trademarks by Collaborators in the Project will (a) either be (i) in a way that constitutes fair use or (ii) in accordance with the license from LF Projects to the Project and the applicable trademark usage guidelines and (b) inure to the benefit of LF Projects (or the associated hosting entity).
- b. The Project will, as permitted and in accordance with such license from LF Projects, develop and own all Project GitHub and social media accounts, and domain name registrations created by the Project community.
- c. Under no circumstances will LF Projects be expected or required to undertake any action on behalf of the Project that is inconsistent with the tax-exempt status or purpose, as applicable, of the Joint Development Foundation or LF Projects, LLC.

## **8. General Rules and Operations.**

- a. The Project will:
  - i. engage in the work of the Project in a professional manner consistent with maintaining a cohesive community, while also maintaining the goodwill and esteem of LF Projects, Joint Development Foundation and other partner organizations in the open source community; and
  - ii. respect the rights of all trademark owners, including any branding and trademark usage guidelines.

## 9. Intellectual Property Policy

- a. Collaborators acknowledge that the copyright in all new contributions will be retained by the copyright holder as independent works of authorship and that no contributor or copyright holder will be required to assign copyrights to the Project.
  - b. Except as described in Section 9.c., all contributions to the Project are subject to the following:
    - i. All new inbound code contributions to the Project must be made using Apache License, Version 2.0 available at <http://www.apache.org/licenses/LICENSE-2.0> (the “Project License”).
    - ii. All new inbound code contributions must also be accompanied by a Developer Certificate of Origin (<http://developercertificate.org>) sign-off in the source code system that is submitted through a TSC-approved contribution process which will bind the authorized contributor and, if not self-employed, their employer to the applicable license.
    - iii. All outbound code will be made available under the Project License.
    - iv. Documentation will be received and made available by the Project under the Creative Commons Attribution 4.0 International License (available at <http://creativecommons.org/licenses/by/4.0/>).
    - v. The Project may seek to integrate and contribute back to other open source projects (“Upstream Projects”). In such cases, the Project will conform to all license requirements of the Upstream Projects, including dependencies, leveraged by the Project. Upstream Project code contributions not stored within the Project’s main code repository will comply with the contribution process and license terms for the applicable Upstream Project.
  - c. The TSC may approve the use of an alternative license or licenses for inbound or outbound contributions by Supermajority Vote. To request an exception, please describe the contribution, the alternative open source license(s), and the justification for using an alternative open source license for the Project.
  - d. Contributed files should contain license information, such as SPDX short form identifiers, indicating the open source license or licenses pertaining to the file.
10. **No Exclusivity.** All Collaborators, including all Contributors, Maintainers, Participating Organizations and Representatives, remain free to participate in or develop other standards or projects, regardless of whether such standards or projects compete with x402.
11. **Amendments.** This Charter may be amended only by Supermajority Vote, subject to approval by LF Projects.