

Newton Trademark Usage Guidelines

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Magic Newton Operations Ltd. | Version 1.0

1. Purpose

The Newton trademarks are owned by Magic Newton Operations Ltd. ("Newton Operations"), a British Virgin Islands company and wholly owned subsidiary ultimately owned by the Magic Newton Foundation (the "Foundation"). Newton Operations administers these Guidelines and grants all licenses under them. The Foundation is the steward of the Newton protocol and its ecosystem. Trademarks exist to tell people where something comes from. When you see the Newton name or logo, you should be able to trust that what you are looking at is accurately described in its relationship to the Newton protocol and ecosystem.

These Guidelines explain how anyone may use the Newton Marks. They are designed to be permissive. Most truthful, referential uses require no permission at all. Heavier uses require a free license granted through a simple application process. Newton Operations charges no royalty for any use authorized under these Guidelines.

These Guidelines apply equally to every person and entity, including companies that contribute to the development of the Newton protocol.

2. The Marks

These Guidelines cover the following (collectively, the "Newton Marks"):

- The word mark "Newton" or "NEWT" when used in connection with the Newton protocol, network, or ecosystem
- The Newton logo (the "Ecosystem Mark")
- The names "Magic Newton Foundation" and "Newton Foundation"
- Any other trademarks, service marks, or logos identified at newt.foundation/brand

The Newton Marks are owned and administered by Newton Operations.

A note on what "Newton" means: the name Newton, used by itself, refers to the Newton protocol and its ecosystem. It does not refer only to any single company, including any company that develops protocol software. No use of the Newton Marks may state or imply otherwise.

3. Rules That Apply to All Uses

Whether or not your use requires a license, the following always apply:

1. Use marks as adjectives, not nouns or verbs. Correct: "the Newton protocol," "a Newton-compatible policy engine." Incorrect: "we Newtoned the transaction."
2. Do not claim ownership. Do not assert rights in any Newton Mark, and do not attempt to register any Newton Mark, or anything confusingly similar to one, as a trademark,

- trade name, company name, domain name, social media handle, or token ticker, alone or combined with your own marks, except under a license granted in Section 5.
3. Do not imply stewardship, origin, or endorsement. No use may state or imply that you are the Newton protocol, the steward of the protocol or ecosystem, the creator or owner of the protocol, or that the Foundation or Newton Operations endorses, sponsors, or operates your product, unless a written agreement with Newton Operations says so.
 4. Do not alter the marks without approval. Do not recolor, restyle, distort, abbreviate, or combine the Newton logo with other elements. The Ecosystem Mark is used in its black-and-white form only, except under a Variant Mark license approved under Section 5.
 5. No use in connection with unlawful activity or in any manner that disparages the Foundation, Newton Operations, the protocol, or the ecosystem or damages the goodwill in the Newton Marks.

4. Tier 1: Uses That Require No License (Nominative Use)

You may do the following freely, without permission, so long as you follow Section 3:

1. Truthful factual statements. Stating facts about your product's relationship to the Newton protocol. Examples: "compatible with the Newton protocol," "integrates Newton policy verification," "supports NEWT."
2. Referential phrases. Using "Built on Newton" or "Powered by Newton" in text to accurately describe a product or service that genuinely uses the Newton protocol. Use of these phrases in a badge, lockup, or other graphic treatment is use of the Newton logo and requires a Tier 2 license.
3. Commentary, education, and news. Articles, research, reviews, tutorials, conference talks, and educational content about Newton.
4. Community discussion. Social posts, forums, user groups, and meetups discussing Newton, provided the activity is not framed as official or Foundation-operated.
5. Personal, non-commercial use.

Tier 1 covers use of the Newton word mark in plain text only. Use of the Newton logo, or use of the word mark in the name of your product, company, domain, or handle, requires a Tier 2 license.

When in doubt, ask: would a reasonable person seeing this use think they were looking at the Newton protocol itself, its steward, or something the Foundation or Newton Operations endorses? If yes, the use is not nominative and is not permitted under this tier.

5. Tier 2: Uses That Require a License (Free, Application-Based)

The following uses require a license from Newton Operations. Licenses under this Section are granted at no charge to approved applicants.

Uses requiring a license:

1. Display of the Ecosystem Mark (the black-and-white Newton logo) on your website, product, or materials

2. Use of "Newton" in the name of a product, service, company, event, publication, or community initiative
3. Use of "Newton" or the logo in a domain name or social media handle
4. Merchandise bearing the Newton Marks distributed beyond personal use
5. Co-branding, event branding, and sponsorship materials
6. Variant Marks: use of the Newton logo in a modified color or stylistic treatment as part of your own brand identity (for example, a company adopting a color version of the Newton mark as its logo). Variant Mark applications receive heightened review. An approved Variant Mark must be clearly distinguishable from the Ecosystem Mark and from every previously approved Variant Mark, and Newton Operations maintains a register of approved Variant Marks for this purpose. Approval of a Variant Mark gives the licensee the exclusive right among licensees to that approved treatment, but no ownership in the underlying mark. Exclusivity is granted only in the written license agreement.

Who is eligible:

Any person or entity that builds with the Newton protocol or contributes to the ecosystem, satisfies Newton Operations' verification process, and agrees to the license terms. The same process and the same terms apply to every applicant. Newton Operations may refuse or condition an application, and may revoke a license, where doing so is required by applicable law or by sanctions, anti-money laundering, or similar screening; where the proposed use falls within Section 7; where the proposed use would be confusingly similar to an existing authorized use or an approved Variant Mark; where the applicant is in breach of another license granted under these Guidelines; where the use of the Newton Marks violates Section 3.5; or where, in Newton Operations' reasonable, good-faith judgment, the use materially damages or would materially damage the goodwill in the Newton Marks. Newton Operations will give the applicant the reason for any refusal, and an applicant may apply again once the reason no longer applies.

How to apply:

Submit the application at newt.foundation/trademarks/apply identifying yourself or your entity, the marks you wish to use, the specific use, and samples or mockups of the intended use. Newton Operations' verification process includes business identity verification (KYB) for entities. Newton Operations aims to respond within 30 business days.

License terms:

Approved applicants receive a royalty-free, non-exclusive, non-transferable, non-sublicensable, worldwide license, revocable as set out in Section 8, limited to the uses approved in the application. Each license is granted in a written license agreement signed by Newton Operations and the licensee; approval of an application does not by itself grant a license. In consideration for the license, the licensee agrees to:

1. No challenge. Not to contest, anywhere in the world, Newton Operations' ownership of the Newton Marks or the validity of any registration of them, and not to apply to register any Newton Mark or any confusingly similar mark.

2. Attribution. To provide the attribution described in Section 6 on materials bearing the Newton Marks.
3. Quality standards. To follow these Guidelines, the visual usage standards published at newt.foundation/brandguidelines, and any use-specific conditions stated in the approval.
4. Accuracy. To keep all representations about its relationship to the Newton protocol, the Foundation, and Newton Operations truthful, including the rules in Section 3.3.
5. Cooperation. To provide, on Newton Operations' reasonable request, current samples of materials using the Newton Marks, and to correct any non-conforming use promptly.

These obligations are the entire price of the license. No royalty or fee is charged, and the same consideration is required of every licensee.

6. Attribution

Materials displaying the Newton Marks under a Tier 2 license must include the following notice in a reasonably visible location (footer, legal page, or equivalent):

"Newton, the Newton logo, and NEWT are trademarks of Magic Newton Operations Ltd. [Licensee name] is an independent participant in the Newton ecosystem."

Where space is genuinely limited, a reasonable shortened form may be used; examples may be submitted to Newton Operations for confirmation. Alternative disclaimers may also be submitted to Newton Operations for approval. Where technical or format limitations make any notice impractical, Newton Operations may approve use with no attribution notice. Tier 1 textual uses are encouraged, but not required, to include the first sentence of the notice.

7. Things No One May Do

The following are not available under either tier and will not be approved through the application process:

1. Presenting any website, account, product, or event as the official home, voice, or steward of the Newton protocol or ecosystem
2. Claiming to be the manager or owner of the Newton protocol
3. Using the Newton Marks in connection with a token, financial product, or fundraising in a way that implies issuance, endorsement, or backing by the Foundation or Newton Operations
4. Registering or using domains, handles, or names designed to impersonate the Foundation, Newton Operations, or official protocol properties
5. Using marks confusingly similar to the Newton Marks
6. Using a color or stylistic variant of the Newton logo without an approved Variant Mark license under Section 5, or using a treatment confusingly similar to another licensee's approved Variant Mark
7. Using the Newton Marks in a manner confusingly similar to an already existing use of the Newton Marks or Variant Marks in the Newton ecosystem

8. Enforcement and Revocation

Newton Operations may revoke or modify any license granted under these Guidelines if the licensee materially breaches its terms and fails to cure within 30 days of written notice; immediately, on written notice, for uses described in Section 7 or for a violation of Section 3.5; or, effective on written notice, where in Newton Operations' reasonable, good-faith judgment the licensee's use of the Newton Marks materially damages the goodwill in the Newton Marks or materially harms the reputation of the Foundation, Newton Operations, the protocol, or the ecosystem. Newton Operations will state the reason for any revocation in the written notice. On revocation, the licensee must stop using the Newton Marks within a commercially reasonable period not to exceed 60 days. Newton Operations may also update these Guidelines from time to time; continued use after an update constitutes acceptance, and licensees will be given 60 days to conform to changed visual standards. Nothing in these Guidelines limits rights of fair use or other rights existing under applicable law.

9. Reporting Misuse and Questions

To report confusing or unauthorized use of the Newton Marks, or to ask whether a planned use needs a license, contact legal@newt.foundation. If you are unsure which tier your use falls under, ask first. Newton Operations' strong preference is to help legitimate ecosystem participants use the marks correctly rather than to police them after the fact.

10. Status and Governing Law

These Guidelines are a statement of the terms on which Newton Operations permits use of the Newton Marks. They are not a contract and create no rights until a license is granted under Section 5. Each license granted under Section 5, and any dispute arising out of or in connection with it or these Guidelines, is governed by the laws of the British Virgin Islands, and the courts of the British Virgin Islands have exclusive jurisdiction.