



# OPEN IDENTITY EXCHANGE MEMBERSHIP AGREEMENT

Version of MAY 2020

## INTRODUCTION & CONTEXT

This Membership Agreement constitutes a binding contract between OIX and the other entity identified on the signature page of this Membership Agreement (the "**Member**"). Membership rights and obligations commence once this Membership Agreement is signed by both OIX and Member (the "**Effective Date**").

## DEFINITIONS

Defined terms used herein shall have the meaning set forth below.

"**Documents**" means this Membership Agreement and the OIX Policies.

"**Membership Fees**" means the fees and other assessments charged for Membership of OIX within the relevant class of Membership, or for participation in Projects, in accordance with the OIX Policies.

"**OIX**" means Open Identity Exchange Europe, a private company limited by guarantee incorporated in England with company number 09686880, and its successors and assigns.

"**OIX Policy**" or "**OIX Policies**" means any rules or policies put in place by OIX and approved by the OIX Board from time to time, primarily being as set out in the OIX Procedures and Policies Handbook (the "**Handbook**") on the OIX website.

"**Representative**" means each Member representative designated in the Annex of this Membership Agreement, and any replacement to, or additional, such person as may be designated by Member on notice to OIX from time to time.

Other capitalised terms used but not defined in this Membership Agreement are defined in the applicable OIX Policy (in particular the Handbook) incorporated by reference in this Membership Agreement.

## MEMBERSHIP PARTICIPATION

Member's Membership is subject to and governed by this Membership Agreement. Member agrees that it only has the Membership rights as set forth in this Membership Agreement.

Member is admitted to Membership within the class designated in the Annex of this Membership Agreement. Member's assignment to such class is subject to change by agreement with OIX and, on an ongoing basis, meeting the criteria for membership of the class. Further details on such criteria, and the rights, associated with each class of Membership are set out within the OIX Policies.

Member and its Affiliates shall be treated for all purposes as one, and Affiliates shall not be entitled to any additional rights (for example, where relevant, additional voting rights). This shall not limit the right of OIX to admit any of Member's Affiliates as an OIX member in its own right.

Member's Membership activity shall take place through one or more representatives indicated in Member's contact information on file with OIX, which shall initially be based upon the details set out in the Annex of this Membership Agreement. Those representative(s) are required to be current employee(s) or independent contractor(s) of Member with authority to make commitments and engage in Membership activities on behalf of Member. Member must promptly update OIX of any changes to its representatives, including where a representative is no longer an employee or independent contractor of Member.

Member shall be responsible for ensuring compliance with the Documents by its Affiliates and representatives in relation to all Membership activities, and each of the foregoing shall be deemed to be acting for and on behalf of Member (with each reference to Member in the Documents being deemed to include each Affiliate and representative), save for such of Member's Affiliates as are admitted as an OIX member in their own right.

## YOUR CONTRIBUTIONS

By making a contribution to any OIX work, including through discussions at meetings or working groups or documents that Member may provide, Member allows OIX the right to use that contribution. Further details can be found in the OIX IPR Policy in the Handbook.

## USE OF OIX MARKS

OIX grants to Member, during the term of Membership, a limited, royalty-free, non-exclusive, non-transferable, revocable licence to use the OIX Marks for the limited purpose of identifying itself as a Member, and where applicable, as a participant in an OIX activity. Such licence is limited to the use of such OIX Marks solely in connection with the activities authorised under this Membership Agreement and is subject to the OIX Trademark Usage Policy. Such licence shall terminate upon termination of Membership, or earlier at such time as OIX requires.

## OBLIGATIONS OF THE MEMBER

Member agrees to and for the benefit of OIX as follows:

### OIX Policies

Member's rights and obligations will be governed by the Documents, and as any of the foregoing may thereafter be modified, changed, supplemented or amended from time to time in accordance with this Membership Agreement.

The OIX Policies are incorporated into this Membership Agreement by reference. Member is bound by, and shall comply with, the OIX Policies.

Member acknowledges that some of its obligations under this Membership Agreement will survive the termination of its Membership.

### Membership Fees

Member shall pay the Membership Fees applicable to its class of Membership. All Membership Fees paid to OIX are non-refundable for any reason, including termination of Membership.

Membership Fees shall be paid by Member no later than thirty (30) days after receipt of invoice from OIX. OIX may suspend Membership in the event overdue Membership Fees.

### Expenses

Member shall bear its own costs and expenses for its participation in OIX, including but not limited to travel, employee compensation, and incidental expenses.

## REPRESENTATIONS AND WARRANTIES OF MEMBER

Member represents and warrants to OIX that: Member has the requisite power and authority to execute and deliver this Membership Agreement and to perform its obligations under this Membership Agreement; and, this Membership Agreement constitutes a valid and binding obligation on Member in accordance with its terms.

## NO WARRANTY & LIMITATION OF LIABILITY

### No Warranty by OIX

Except as expressly provided in this Membership Agreement, all services, data, information and products, and all rights therein, provided or made available to Member or its Affiliates by OIX or by any other person on behalf of OIX or in relation to Membership activity, are provided or made available 'as is' and, to the maximum extent permitted by law, without any warranty or condition of any kind, including, without limitation, any express or implied warranty or condition of any kind, including, without limitation, any express or implied warranty of title, merchantability, accuracy or completeness, or fitness for particular purpose.

### Limitation of Liability

In no event shall OIX be liable to Member or its Affiliates for any indirect, special, punitive, exemplary or consequential damages of any kind arising out of or related to this Membership Agreement, any OIX service, product, project, or program, or Membership, including without limitation, lost profits, even if OIX has been advised of the possibility of such damages.

The maximum aggregate liability of OIX and the exclusive remedy available to Member in connection with this Membership Agreement for any and all damages, injury, and losses arising from any and all claims and causes of action arising out of or in connection with Membership, services, products, projects, or programs, or this Membership Agreement, shall be to recover the actual damages Member has incurred from OIX up to, but not exceeding, an amount equal to the Membership Fees paid by it to OIX for the most recent yearly term. The existence of multiple claims or suits under or related to this Membership Agreement will not enlarge or extend the limitation of money damages. No OIX Party shall have any liability to Member for any claim or cause of action arising out of or in connection with Membership.

Nothing in this Membership Agreement limits any liability which cannot legally be limited, including liability for: (A) death or personal injury caused by negligence; or (B) fraud or fraudulent misrepresentation.

## TERM AND TERMINATION

### Term

Unless otherwise terminated as provided herein, the term of Membership in OIX shall continue from and after the Effective Date for a term of one year ("**Initial Term**"), renewable annually thereafter for additional successive one year terms ("**Renewal Terms**") as set out below.

On expiration of the Initial Term and each Renewal Term, Membership may be extended for a subsequent annual Renewal Term (starting on the anniversary of the Effective Date) through payment of the applicable Membership Fees that have been invoiced by OIX in accordance with the terms of this Membership Agreement.

For each Renewal Term, OIX will (if it wishes to offer such Renewal Term) invoice Member for the Membership Fees prior to each yearly anniversary of its Effective Date. Member's payment of each year's Membership Fee invoice shall constitute a renewal of its Membership.

OIX shall be under no obligation to offer any Renewal Term, and nether shall Member be obliged to accept such a renewal.

### Termination by Member

Member may withdraw from its Membership by terminating this Membership Agreement at any time upon giving thirty (30) days prior notice of withdrawal in writing to OIX.

## Termination by OIX

OIX may terminate Member's Membership and all rights associated therewith on notice, if Member:

- (i) fails to pay its Membership Fees; or
- (ii) materially breaches any of its obligations under this Membership Agreement, provided that OIX shall first give Member notice and thirty (30) days' opportunity to cure the breach if OIX considers it capable of remedy.

## Events on Termination

Following expiration or termination of its Membership, Member shall remain subject to its agreement to provide the licences and rights set forth in the OIX IPR Policy with respect to events prior to expiration or termination of its Membership.

All other interests, privileges, licences, or other rights of Member in or with respect to Membership shall cease upon expiration or termination of Membership. In particular, all rights of such Member to use the OIX Marks shall cease and revert automatically to OIX, and Member shall immediately discontinue all use of the OIX Marks. OIX shall have no obligation to return or destroy any data or information received from or about Member.

## OTHER PROVISIONS

### No Assignment or Transfer

Member may not transfer, assign or sublicense its Membership Agreement or any of its rights or obligations as a Member without the prior written consent of OIX, which OIX may grant or deny in its sole discretion. Any transfer or sale of all or substantially all of the business or assets of Member, or a merger, consolidation, or other transaction that results in a change in Control of such Member, shall be deemed a transfer and assignment for purposes of this section. Any attempted transfer in violation of this section is null and void.

### Notices

All notices to Member that OIX is required or permitted to make under the Documents may be sent by email to the Representative. Notices shall be deemed delivered on the next day following the day they are sent by email addressed to the Representative at the email address provided. OIX may make required distributions of information to a Member by sending to Member a notice of the URL where that information is located.

Member may change its Representative by notice to OIX. Member is responsible for updating the contact information of its Representatives, and OIX shall be considered to have provided proper notice by relying on the contact information that it has on file.

All notices to OIX that Member is required or permitted to make to OIX under the Documents shall be sent by email to [help@openidentityexchange.org](mailto:help@openidentityexchange.org).

### No joint venture or similar relationship

Nothing contained in the Documents, and no action taken by Member, shall be deemed to render Member or any of its Affiliates an employee, agent or representative of OIX or of any other Member, or shall be deemed to create a partnership, joint venture or syndicate among or between Member or any of its Affiliates and OIX or any other Member.

### Governing Law

This Membership Agreement and Member's rights and obligations as a Member shall be governed by and construed under, and the legal relations among and between Member and OIX shall be determined in accordance with, the laws of England, excluding conflict of law principles that would cause the application of the laws of any other jurisdiction.

The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Membership Agreement. Notwithstanding the foregoing, OIX shall be entitled to enforce any judgment, or initiate any legal action or proceedings, arising out of or in connection with this Membership Agreement in any jurisdiction in which Member is incorporated, operates or holds assets.

### Third party rights

No term of this Membership Agreement (whether express or implied) is enforceable pursuant to the UK Contracts (Rights of Third Parties) Act 1999 or otherwise by any person other than OIX, the OIX Parties, and Member.

### Severability

If any provision of this Membership Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect; and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision.

### Amendments to the Documents

The Documents may each be amended by the OIX Board from time to time, and Member agrees to abide by the terms thereof as amended, provided, that any amendment to the Documents that would materially and potentially adversely affect Member's rights and obligations shall not bind Member until thirty days' from the date that notice of such action is given to Member. For this purpose, it is agreed that OIX may provide effective notice of amendments to the OIX Policies by posting updated versions of the OIX Policies on its website. Amendments shall have prospective effect only. Member shall be bound by each such a duly adopted amendment unless it elects to terminate its Membership and its participation in OIX prior to the effective date of any such amendment.

### Privacy Consent

Member acknowledges and agrees that the personal data submitted in connection with this Membership Agreement will be processed in accordance with the OIX Privacy Policy and represents that it has obtained appropriate consent to such processing under applicable law from all identified individuals.

SIGNATURE PAGE

This Membership Agreement is entered into by Member and OIX acting by their duly authorised representatives as follows:

BY:

<COMPANY NAME> .....

Name .....

Title: .....

Signature: .....

Date: .....

OPEN IDENTITY EXCHANGE

Name .....

Title: .....

Signature: .....

Date: .....

**ANNEX: MEMBER DETAILS & REPRESENTATIVE CONTACT INFORMATION**

Member Company/Organisation Name: .....

Member Company/Organisation Address: .....

.....Post Code.....

Country.....

**MEMBERSHIP CATEGORY:**  Executive  General

Commercial - Less than 10 employees

Commercial - 10 -50 employees

Commercial – 50-250 employees

Commercial – 250+ employees

Government

Academic/Non-profit

Please indicate who should be the 'Admin' for your organisation's page on the OIX website & your directory entry by ticking one of the boxes below:

**MAIN REPRESENTATIVE** \_\_\_\_\_

Name: .....

Title: .....

Email: .....

Office Phone: .....

Mobile Phone: .....

**ADMINISTRATIVE REPRESENTATIVE** \_\_\_\_\_

Name: .....

Title: .....

Email: .....

Office Phone: .....

Mobile Phone: .....

**ADDITIONAL REPRESENTATIVE** \_\_\_\_\_

Name: .....

Title: .....

Email: .....

Office Phone: .....

Mobile Phone: .....

**BILLING REPRESENTATIVE** \_\_\_\_\_

Name: .....

Title: .....

Email: .....

Office Phone: .....

Mobile Phone: .....