



OIX CHAPTERS POLICY

APPLICABILITY

This OIX Chapters Policy and attached Appendices (“**Chapters Policy**”) applies to and is binding on each OIX Chapter (“**Chapter**”) in accordance with the applicable OIX Chapter Affiliation Agreement attached as Appendix B.

PURPOSE

This OIX Chapters Policy sets forth the rules and requirements that govern the establishment, operation, and termination of individual Chapters affiliated with OIX.

POLICY

1. Purpose and Goals

- 1.1. The OIX Board of Directors has determined that it is in the best interest of OIX to provide a Chapters Policy for the establishment, operation, and termination of national and/or regional local Chapters affiliated with OIX for the purpose of furthering the goals and objectives of OIX in various local markets.
- 1.2. The relationship between OIX and each such Chapter is a not-for-profit collaboration to promote the OIX mission and lead efforts at the local level. Apart from what is specifically agreed to, there are no financial obligations between the parties.

2. Definitions. Terms not defined in this Chapters Policy are defined in the Affiliation Agreement.

- 2.1. “**Chapter**” means a local, national, or multi-national organization legally established under the laws of a country and independent of OIX, which has been approved by the OIX Board of Directors and has entered into an Affiliation Agreement with OIX in the form attached as Appendix B.
- 2.2. “**Member**” means a member of OIX.
- 2.3. “**Membership Fees**” means the fees and other assessments charged for membership in OIX, as established from time to time by the OIX Board of Directors.

2.4. “**Territory**” means the geographical area (one or more regions, countries, states, or provinces) designated in the applicable Chapter’s Affiliation Agreement.

3. **Registration.** Each Chapter shall be registered at and chartered by OIX. It is the sole discretion of the OIX Board of Directors to approve the registration of an organization as a Chapter. Organizations in countries or regions where a Chapter is not registered may apply to OIX for recognition as a Chapter by contacting the President of OIX. Organizations seeking to be affiliated with OIX as a Chapter must agree to the Affiliation Agreement attached as Appendix B, document their ability to meet the terms of this Chapters Policy, and supply such information as OIX may request, as set forth in Appendix A.

4. **Grant of Charter to Chapter.**

4.1. Articles of Incorporation, Bylaws and Other Requirements. As a condition of affiliation as a Chapter of OIX, Chapter shall qualify and be incorporated as a not-for-profit organization under applicable law in the Territory, and shall provide to OIX, and obtain the approval of the OIX Executive Committee to, the Chapter Articles of Incorporation and Bylaws. The Chapter’s Articles of Incorporation and Bylaws will be reviewed by OIX for suitability and alignment with the mission of OIX and this Chapters Policy before the Chapter is chartered by OIX. Any amendments to Chapter’s Articles of Incorporation or Bylaws must first be submitted to, and approved by, the OIX Executive Committee. Chapter shall conduct its activities at all times in accordance with such Bylaws and any requirements for a not-for-profit organization under applicable law, and while formal government designation of tax-exempt status shall not be required, Chapter shall not engage in activities that are subject to income or profits tax under applicable law in the Territory.

4.2. Charter. Upon approval of the OIX Board of Directors, and receipt of a signed Affiliation Agreement in the form attached as Appendix B, OIX will grant the applicant organization a charter to be a Chapter of OIX in a designated Territory.

4.3. Territory. Chapter shall represent OIX in the **Territory**.

4.4. Use of OIX Names and Logos. When chartered by OIX, Chapter is authorized to use the title “Open Identity Exchange -- [NM]” or “OIX -- [NM]” (where [NM] denotes the Territory or identifies the principal political jurisdictions within the Territory) or such other similar name as the OIX Board of Directors may approve, as its official name or alias. Chapter is also authorized to use such marks in connection with Chapter’s activities authorized under this Chapters Policy and the Affiliation Agreement, subject to the terms and conditions of this Chapters Policy, the Affiliation Agreement, and the OIX Trademark Usage Policy as applicable to Chapters (available at www.openidentityexchange.com).

4.5. Authorized Activities. When chartered by OIX, Chapter is authorized to conduct activities within the Territory pursuant to and in accordance with OIX’s mission and purposes as set forth in the OIX Articles of Incorporation, OIX Bylaws, the Affiliation

Agreement, this Chapters Policy, and as otherwise established by the OIX Board of Directors. Chapter shall conduct all activities in a manner to uphold the highest professional and ethical standards.

- 4.6. Criteria to Maintain Chapter Status. In order to maintain OIX Chapter status, Chapter must meet the criteria set out in this Chapters Policy and the Affiliation Agreement, and maintain compliance with such criteria on an ongoing basis. OIX reserves the right to change the criteria for Chapter status as set forth in this Chapters Policy. In the event of any such change, OIX shall notify the Chapter no less than 60 days prior to the date such change takes effect. If the Chapter does not wish to comply with any such change in order to retain its Chapter status, the Chapter may exercise its termination rights as set out in this Chapters Policy.

5. Chapter Membership

- 5.1. Eligibility. Rules governing eligibility for Chapter membership shall be determined by the Chapter. However, no individual, firm, organization, government agency, or other entity that is not a member of OIX may be admitted as a member of a Chapter without first signing the OIX Participant Agreement and agreeing to be bound by the OIX IPR Policy.
- 5.2. Additional Chapter Membership Requirements. Additional terms and conditions of, and fees for, membership in Chapter, if any, shall be determined exclusively by Chapter, and shall be set forth in Chapter's Bylaws, provided that such terms shall not conflict with any OIX requirements or otherwise violate any laws.
- 5.3. Optional Credit for Payment of General Chapter Fees. Any OIX Member that joins a Chapter may, at its option, claim as a credit against the membership fees that it owes to OIX for any current yearly term of its membership in OIX, all or part of the sums that it has collectively paid for the same term as general membership fees to such Chapter. Such a credit may not exceed 50% of the membership fees Member owes to OIX for such term (notwithstanding the payment of a greater amount in chapter membership fees), and such credit will not be applied until after OIX receives confirmation of from Chapter that it has received payment of applicable Chapter membership fees from such Member. If such OIX Member is also a member of multiple chapters, such credit will be prorated among the applicable chapter membership fees. This credit shall only be applicable to members of Chapters that satisfy the Insurance requirements and agree to the Holding Harmless set out in the Affiliation Agreement. No credits will be granted that would jeopardize OIX's non-profit or tax-exempt status.

6. Obligations of Chapter. Chapter's obligations under this Agreement shall include:

- 6.1. Promotion of OIX. Chapter shall promote OIX and its mission, promote membership in OIX, promote and encourage the use of OIX programs, products, and services, host and keep the OIX logo on the Chapter website in accordance with applicable OIX guidelines,

and post and otherwise distribute information about upcoming OIX sponsored events, projects, and services.

6.2. Chapter Programs and Activities. Chapter shall endeavor to sponsor and conduct programs, projects, work groups, and other activities that further the purposes and objectives of OIX, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. Chapter shall endeavor to use, to the extent possible, materials available through OIX in support of such programs and activities. Chapter shall send to OIX on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that Chapter intends to sponsor or conduct. OIX may, at its sole discretion, send representatives to observe such programs and activities, and all such Chapter events, activities, projects, and work groups shall be open to all OIX Members. Chapter, and all Chapter activities, events, projects, and any work product provided or generated in connection therewith, shall be subject to and governed by the then-current versions of the OIX Policies (posted at www.openidentityexchange.org) and such other written guidance promulgated by the OIX Board of Directors from time-to-time.

6.3. No Registries. Chapter must not establish any registries similar to or competitive with the OIXnet Registry.

6.4. Compliance with OIX Policies. Chapter shall comply at all times with all of the requirements set forth in this Chapters Policy, the OIX IPR Policy, and all other OIX Policies applicable to Chapter (available at www.openidentityexchange.com).

7. **Relationship of Parties.** OIX and Chapter expressly acknowledge and agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of the Affiliation Agreement or this Chapters Policy. The relationship of OIX and Chapter to each other is that of independent contractors. Nothing in this Chapters Policy or any Affiliation Agreement shall create any joint venture, partnership, or agency relationship of any kind between the parties. As such, neither party is authorized to (i) incur any liability, obligation, or expense on behalf of the other, (ii) use the other's monetary credit in conducting any activities, or (iii) represent to any third party that Chapter is an agent of OIX. Chapter is not liable or responsible for the debts or obligations of OIX, and OIX is not liable for the debts or obligations of the Chapter.

8. Revocation or Surrender of Charter

8.1. Revocation of Charter. The charter granted by OIX to the Chapter shall remain in effect unless and until revoked by OIX or surrendered by Chapter in accordance with the provisions of this Chapters Policy and the Affiliation Agreement.

8.2. Termination for Cause. OIX, through its Board of Directors, shall have the authority to revoke the charter of Chapter if the Board of Directors determines that the conduct of

Chapter is in breach of any provision of this Chapters Policy or the Affiliation Agreement.

Any decision by OIX to revoke Chapter's charter for cause shall be initiated by sending written notice to Chapter specifying the grounds upon which the revocation is based; however, OIX shall provide Chapter with a minimum of thirty (30) days from the date of such notice to respond. Cure for all outstanding problems must be initiated with the Chapter's response to the notification and be totally corrected within ninety (90) days from notification. In the event that OIX determines, in its sole discretion, that Chapter has not corrected the condition leading to OIX's decision to revoke Chapter's charter, OIX shall so notify Chapter in writing. OIX's decision shall become final unless, within thirty (30) days of its receipt of written notice from OIX, Chapter delivers to OIX a written notice to appeal such determination. Upon the filing of such an appeal notice, Chapter shall have the opportunity to present its case, by written communication or in person, to the Board of Directors of OIX pursuant to the applicable rules or procedures prescribed by OIX's Board of Directors. The decision of OIX's Board of Directors upon such appeal shall be final and not subject to further appeal.

- 8.3. Surrender of Charter. Chapter may surrender its charter by delivering to OIX written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender.
- 8.4. Termination Without Cause. Either party may terminate the charter granted to the Chapter, with all of its attendant rights and obligations, for any reason upon 90 days written notice to the other party.
- 8.5. Effect of Termination. Upon termination of Chapter's charter by either party for any reason, Chapter shall cease to identify itself as a Chapter of OIX, remove any reference to OIX or any OIX trademark or tradename from its name, remove the initials "OIX" from the Chapter's name, and shall not use any OIX Marks (including as part of any other Chapter name or mark) without specific written permission from OIX for post-termination use. Chapter shall also satisfy any outstanding obligations that are owed to OIX.
- 8.6. IP Rights. Termination of Chapter's charter does not affect any intellectual property rights or trademarks fully or partly transferred or licensed to OIX pursuant to any OIX Policy in effect during the term of the charter. Unless otherwise documented, any such intellectual property shall be deemed to have been freely transferred to OIX.
9. **Modifications to Chapters Policy.** The Board of Directors of OIX may revise this Chapters Policy at any time and for any reason, and such revisions shall be effective 30 days after written or electronic notice of such changes to Chapter.

Appendix A

Information to be provided to OIX:

1. Chapter Articles of Incorporation (or equivalent under Territory law)
2. Chapter Bylaws (or equivalent under Territory law)
3. Evidence of Chapter non-profit status under Territory law

Appendix B

OIX CHAPTER AFFILIATION AGREEMENT

THIS CHAPTER AFFILIATION AGREEMENT (the "**Agreement**"), is made this ____ day of ____, 20__ ("**Effective Date**"), by and between the Open Identity Exchange, a 501(c)(6) nonprofit corporation, with its principal place of business at 2400 Camino Ramon, Suite 375, San Ramon, CA 94583 USA ("**OIX**"), and the Name of Country/Region Chapter of OIX, a not-for-profit corporation incorporated under the laws of Name of Country/Region, with its principal place of business at _____ ("**Chapter**").

1. Grant of Charter to Chapter

Pursuant to the terms of this Agreement and the OIX Chapters Policy posted at www.openidentityexchange.org ("**Chapters Policy**"), as such Chapters Policy may be amended from time to time by the OIX Board of Directors, OIX hereby grants to the Chapter a charter to be a Chapter of OIX. By action of its governing body, Chapter accepts such charter, and agrees to be bound by this Agreement, including the terms of the then-current Chapters Policy which are incorporated herein by reference.

2. Territory

Chapter shall represent OIX as an OIX chapter in the geographical area (one or more regions, countries, states, or provinces) consisting of _____ ("**Territory**"), pursuant to and in accordance with OIX's mission and purposes as set forth in the OIX Articles of Incorporation, Bylaws, and Chapters Policy, and as otherwise established by the OIX Board of Directors. Chapter acknowledges that this designation is nonexclusive in the Territory and that OIX may, in its sole discretion, designate other entities as chapters in a geographic area that includes all or part of the Territory, and may itself sponsor or conduct programs, accept Members, and perform other activities within the Territory.

3. License to Use OIX Marks

During the term of this Agreement, and subject to Chapter's compliance with the terms of this Agreement, OIX grants Chapter a limited, royalty-free, revocable, non-exclusive, non-transferable license to use the following OIX Marks ("Open Identity Exchange," "OIX," and the OIX logo) in or in connection with Chapter's name, acronym, or logo, and for other official Chapter-related purposes within the Territory. Such license is limited to use of the OIX Marks solely in connection with the activities authorized under this Agreement, is subject to the terms and conditions of the then-current OIX Trademark Usage Policy (available at www.openidentityexchange.org) as revised from time to time, which are incorporated herein by reference, and shall terminate upon termination of Chapter's charter.

4. Authorized Activities

OIX specifically authorizes Chapter to conduct activities within the Territory as may be consistent with the mission and purposes of OIX and in which OIX may from time to time authorize Chapter to engage, as specified in the Chapters Policy.

5. Warranties of Chapter

- (a) Corporate and Non-Profit Status. Chapter warrants that it is incorporated in the Territory as a corporation or similar legal entity in good standing, that it is currently and shall at all times remain in good standing, that it is currently and shall at all times maintain its status as a not-for-profit organization under applicable law in the Territory, and that it does not and will not engage in activities that are subject to income or profits tax under applicable law in the Territory.
- (b) Compliance with Laws. Chapter warrants that it is in full compliance with all applicable laws, regulations and other legal standards that may affect its performance as a Chapter of OIX, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all applicable law, regulations and other legal standards. Further, Chapter warrants that it shall maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Furthermore, Chapter warrants that it shall make all required filings, such as annual corporate reports and tax filings that may affect its corporate, non-profit, or tax-exempt status.

6. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. CHAPTER ACKNOWLEDGES AND AGREES THAT:

- (a) **WARRANTY DISCLAIMER.** NEITHER OIX NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR CONSULTANTS (COLLECTIVELY THE “**OIX PARTIES**”) MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) CONCERNING ANY MATERIALS, PROGRAMS, PUBLICATIONS, OR ANY OTHER INFORMATION OR SERVICE PROVIDED TO OR FOR CHAPTER. ALL GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXCLUDED.
- (b) **LIMITATION OF LIABILITY.** NONE OF THE OIX PARTIES SHALL BE RESPONSIBLE FOR ANY DAMAGES WHICH CHAPTER MAY INCUR FROM ANY CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE). IN NO EVENT SHALL ANY OF THE OIX PARTIES BE LIABLE TO ANY PERSON FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF GOODWILL, OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND.

7. **Conditions for OIX Membership Fee Credit.** As a condition of Chapter members receiving credit against OIX membership fees for payment of general Chapter membership fees, as set forth in the Chapters Policy, Chapter agrees that:

- (a) **Insurance.** Chapter shall at all times maintain appropriate policies of comprehensive general liability, errors and omissions, and director and officer liability insurance with coverage amounts acceptable to OIX, each of which names OIX as an additional insured, and each of which requires notice to OIX prior to cancellation.
- (b) **Holding Harmless.** Chapter shall hold harmless the OIX Parties, their attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever asserted or incurred by them (a "**Claim**"), which may arise by reason of (i) any act or omission by Chapter or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Chapter in this Agreement. Chapter shall promptly notify OIX upon receipt of any Claim and shall grant to OIX, at its option, the right to participate in the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of the charter.

8. **Term and Termination**

The Term of this Agreement shall commence on the Effective Date set forth above and shall continue until revoked by OIX or surrendered by Chapter, pursuant to the terms of this Agreement and the Chapters Policy.

10. **Arbitration.**

Any and all disputes arising between OIX and Chapter that cannot be resolved by the parties shall be subject to mandatory and binding arbitration under the then existing international rules (the "**Rules**") of an arbitration association, in a venue, and subject to governing law agreed to by the parties. However, if the parties cannot agree on an Arbitration Association, then the arbitration association shall be the American Arbitration Association ("**AAA**"); if the parties cannot agree on the governing law, then the law of New York shall control; and if the parties cannot agree on a venue for arbitration then the arbitration shall be held in New York. Neither party shall have any right to bring an action relating to this Chapters Policy or the Affiliation Agreement in a court of law, except insofar as to either enforce or appeal the results of any such arbitration. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party.

The arbitral tribunal will be composed of one arbitrator, who is a neutral and impartial lawyer with excellent academic and professional credentials (a) who has practiced law for at

least 15 years, specializing in either general commercial litigation or general corporate and commercial matters and (b) who has had both training and experience as an arbitrator and is generally available to serve as an arbitrator. In the event of failure of the parties to agree on an arbitrator within 30 days of the referral of the issue to arbitration, the arbitrator shall be appointed by the arbitration association in accordance with the Rules. Upon the completion of the selection of arbitrator, an award or decision shall be rendered within no more than 30 days.

Notwithstanding the foregoing, neither Party shall be obligated to comply with this Arbitration Section with regard to allegations of infringement or misappropriation of intellectual property rights as to which injunctive relief is sought. In such case, the request by either Party for preliminary or permanent injunctive relief, whether prohibitive or mandatory, shall not be subject to arbitration.

9. Miscellaneous

- (a) Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
- (a) Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.
- (b) Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
- (c) Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
- (d) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.
- (e) Notices. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served by e-mail, personally, by fax, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the e-mailing, mailing, sending or faxing of such notice, to the following addresses or fax numbers:

If to OIX: 2400 Camino Ramon, Suite 375,
San Ramon, CA 94583 USA
Attn: _____, Executive Director
Fax: _____
Email: help@openidentityexchange.org

If to Chapter: _____

Attn: _____
Fax: () _____
E-mail: _____

- (f) Entire Agreement. This Agreement and the then-current Chapters Policy: (i) constitute the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may not be amended except by resolution of the OIX Board of Directors.

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

Open Identity Exchange

By: _____
Name: _____
Title: _____

[Name of Country/Region] Chapter of OIX

By: _____
Name: _____
Title: _____