

**MEMORANDUM OF UNDERSTANDING
FOR PROPOSED AGREEMENT BETWEEN**

The Kantara Initiative Inc., Delaware, USA (“KI”)

AND

**The European Association for e-identity & Security, Brussels,
Belgium
(“EEMA”)**

(The Kantara Initiative Inc. and The European Association for e-Identity & Security are hereinafter collectively referred to as the “Parties” and individually as a “Party”)

October 21, 2016

1. Background, Context and Purpose

EEMA and KI are respected members of the personal identity and privacy community that spans a range of like-minded organizations which strive for a fairer and safer identity ecosystem to support the digital economy.

The organizations share much in terms of goals, purpose and intent while maintaining our individual organization's identities. We are all strengthened by unity while maintaining our individual niches, paths and a purpose that differentiates us in pursuit of that 'big picture' greater good.

KI intends to further build its awareness and service revenues in Europe by means of establishing a subsidiary of or affiliated organization of Kantara, in a full Member State in Europe.

The purpose of this Memorandum of Understanding (MOU) is to formally recognize the common aims and juxtaposition between the two organizations that already exists, and seek to be supportive of each other to our mutual and wider collective benefit.

2. Goals of the Collaboration

The collaboration has the following goals, while maintaining separate and distinct brands:

- Promote the existence of this MOU to each other's membership and participant bases
- Offer and promote cross organization discount on general member dues (not Subscriber dues in the case of KI because these dues are linked to Accredited Assessors and Approved IDPs/CSPs in the ID Assurance Program)
- Participate in each other's working groups or committees to the extent agreed and that basic participant/membership privileges allow access (to conference call and mailing lists etc).
- Share copies of member newsletters, external facing press releases and blogs etc so that they can be promoted to the other party's membership base.
- Other mutual outreach as agreed in advance by the parties
- Other cross – organization initiatives and activities as agreed in advance by the parties

- Explore the feasibility of separately branded but otherwise white-labelled operations using the KI infrastructure platform.

3. Management and Terms of the Collaboration

a. Principal Point of Contact

For KI

Colin Wallis
Executive Director,
Kantara Initiative Inc.

+44 (0) 7490 266 778

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For EEMA

Jon Shamah
Chair of the EEMA Board,
European Association for e-Identity & Security

+44 (0)7813 111290

jon.shamah@EEMA.org

b. Consultation and Confidentiality

- The Parties agree that the timely, open and collaborative exchange of information and consultation is essential to ensure mutual success of the collaboration
- All (business confidential) information which Parties exchange within the context of this Memorandum of Understanding will be confidential to the receiving Party and its members and advisors and can only be shared with third parties with prior written approval by the other Party
- The Parties agree to proactively share any relevant, publicly disclosable developments, news or initiatives that transpire in the e-Identity, Security, personal data and privacy spaces.

c. Costs and Expenses

Each Party will bear its own costs and expenses unless otherwise agreed upon in writing signed by both Parties, with terms of any invoices payable to either Party determined and negotiated by a separate contract.

d. Publicity

All public notices to third parties and all other publicity concerning this Memorandum of Understanding shall be jointly planned and coordinated by the Parties and neither Party shall act unilaterally in this regard without the prior approval of the other Party (such approval shall not be unreasonably withheld, conditioned or delayed), except where required to do so by law or by the

applicable regulations, rules or policies of any governmental or other regulatory agency having jurisdiction in respect of the Party. When seeking the prior approval of the other Party, the Parties will use reasonable efforts, acting in good faith, to agree upon text and imagery/logos for such statement or press release, which is satisfactory to both Parties.

e. Acknowledgement and Recognition

Given the mutual exchange of benefits that each Party is providing to each other and to the communities each serves, each Party agrees to ensure the other is appropriately recognized for their contributions to the collaboration, subject to the following, and to the restrictions on written statements and use of text, imagery and logos referred to in d, above. This recognition may include the following, subject to advance notification and agreement by the Parties prior to any public release:

- Announcement on either Party's website and in a formal press release outlining the agreement between EEMA and KI
- Ongoing endorsement of the Party via name and/or logo as a participant on relevant and mutually agreed upon collateral such as websites, social media and in print communication materials
- Logo inclusion and branding for specific collateral associated with individual projects that emerge from the collaboration, such as events.
- Activities, events, workshops or the like that jointly involve EEMA and KI teams may be written about (as blogs, articles, tweets, etc.) or videotaped and made available as summary content on the EEMA website and the KI website and other related web and social media properties. Either Party's brand will be associated with the content for such materials in the format that is most appropriate (e.g., Twitter handle, logo placements, etc.).

f. Non-Exclusivity

Each Party recognizes that the cooperation envisaged under this Memorandum of Understanding is not exclusive and that neither Party is precluded from entering into any similar arrangement or agreement with any other Party.

g. Reporting



On a quarterly basis, or as otherwise agreed to by the Parties, the Principal Contacts will assess the progress of the collaboration, including any problems, concerns, results, opportunities for continuous improvement, and any other information material to the progress and success of the collaboration.

h. Terms and Termination

This Memorandum of Understanding will come into effect as of November 15, 2016 and will remain in force unless terminated earlier by either Party. This Memorandum of Understanding may be amended or renewed upon written approval of the Parties. Either Party may terminate this Memorandum of Understanding upon providing the other Party with sixty (60) days' written notice.

In the case that this Memorandum of Understanding is terminated by one of the Parties, the other Party has no right to compensation or any damages whatsoever. This Memorandum of Understanding is intended to reflect the Parties' mutual understanding of the proposed arrangements described in it but each Party acknowledges that neither the provisions of this Memorandum of Understanding – except for the confidentiality as set out in paragraph 3b – nor any prior or subsequent conduct, dealings or action by or between the Parties is intended to create or constitute legally binding obligations by or between the Parties unless and until such obligations are set forth in a separate definitive written agreement.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date

Kantara Initiative, Inc. By:  Name: Colin Wallis Title: Executive Director, KI Date: 15/11/2016	EEMA By:  Name: Jon Shamah Title: Chair of the EEMA Board, EEMA Date: 15/11/2016
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