

**MEMORANDUM OF UNDERSTANDING
FOR PROPOSED AGREEMENT BETWEEN**

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

AND

**The Open Consent Group Ltd, UK
 (“OCG”)**

(The Kantara Initiative Inc. EIN #81-1226244 and the Open Consent Group Ltd #09602391 are hereinafter collectively referred to as the “Parties” and individually as a “Party”)

September 1st, 2016

1. Background, Context and Purpose

OCG represents a project to create a community around consent and KI are respected members of the identity, privacy and personal data communities that together, span a range of like-minded organizations which strive for a balanced global identity and personal data ecosystem.

Both organizations share much in terms of vision, goals, purpose and intent while maintaining individual organization's identities. We are both 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.

OCG is managed by Smart Species Ltd, a Kantara Member, and is building a coalition to grow into a community interest company for consent and compliance under Article 80 of the new EU GDPR, with a global set of stakeholders.

The purpose of this Memorandum of Understanding (MOU) is to formally recognize the common aims and juxtaposition between the two organizations that already exists, seek to collaborate on service development and be supportive of each other to our mutual and wider community 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 stakeholders and membership bases
- Participate in each other's working groups and other service and business development efforts to the extent that privilege and access allows
- Offer mutual outreach as agreed in advance by the parties
- Other cross – organization initiatives and activities as agreed in advance by the parties. Non-exclusive examples for consideration (subject to agreement) could be:
 - A. development of a Conformance Program for the Consent Receipt specification

- B. development of an accreditation and assurance Program for online consent
 - C. development of a suite of supporting online consent 'rules and tools' for organizations to use to assist compliance with the GDPR and the EU-US Privacy Shield Agreement
- Explore the feasibility of developing services in collaboration, such that a 'service suite' is achieved through linking service components from the other's stable.

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
colin@kantarainitiative.org

For OCG

Mark Lizar
Managing Director,
Open Consent Group Ltd
+44 (0)7813 111290
m.lizar@openconsentgroup.com

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 personal data and privacy space.

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 OCG 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 OCG and KI teams may be written about (as blogs, articles, tweets, etc.) or videotaped and made available as summary content on the OCG 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

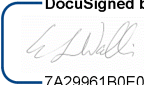

On a quarterly basis, or as otherwise agreed to by the Parties, the Principal Contacts will assess the progress of the collaboration, including any problems, concerns, results, opportunities for continuous improvement, and any other information material to the progress and success of the collaboration.

h. Terms and Termination

This Memorandum of Understanding will come into effect as of the date on the title (front) page of this document 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

<p>Kantara Initiative, Inc.</p> <p>DocuSigned by:  7A29961B0E084E1...</p> <p>By: _____ Name: Colin Wallis Title: Executive Director, KI Date: August 31st 2016</p>	<p>OCG</p> <p></p> <p>By: _____ Name: Mark Lizar Title: Managing Director, OCG Ltd Date: August 31st 2016</p>
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