

**MEMORANDUM OF UNDERSTANDING
FOR PROPOSED AGREEMENT BETWEEN**

Kantara Initiative Inc., Delaware ("KI")

AND

Personal Data Ecosystem Consortium, New York ("PDEC")

(Kantara Initiative Inc. and Personal Data Ecosystem Consortium are
hereinafter collectively referred to as the "Parties" and individually as a
"Party")

October 26, 2016

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1. Background, Context and Purpose

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

The organizations share much in terms of goals, purpose and intent while maintaining their 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.

The purpose of this Memorandum of Understanding is to formally recognize the common aims and juxtaposition of 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 Memorandum of Understanding to each other's membership and participant bases.
- Share information, publications, results of research etc. that each organization would otherwise provide only to its own members and/or participants.
- Participate in each other's working groups or committees.
- Add each other's membership lists to member communications for communications relevant to common activities, goals, news, results and events, but with the exception of internal membership matters and other internal or privileged communications (elections of officers or directors, etc.).
- Other mutual outreach as agreed by the parties.
- Other cross – organization initiatives and activities as agreed by the parties.

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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 PDEC
Dean Landsman
Executive Director,
Personal Data Ecosystem Consortium
+1-646 423 9066
dean@pde.cc

b. Consultation and Confidentiality

- The Parties agree that the timely, open and exchange of information and consultation is essential to ensure mutual success of the collaboration;
- Any information which Parties exchange within the context of this Memorandum of Understanding, and that is appropriately identified or clearly marked as confidential, will be considered confidential by the receiving Party and its members and advisors. Such information can only be shared with third parties with the expressed written approval of the originating Party.
- All such confidential data or content shall remain so in perpetuity, even beyond the term of this Memorandum of Understanding. If appropriate, either party will return hard copies of any confidential materials should this Memorandum of Understanding expire.
- The Parties agree to proactively share any relevant, publicly disclosable developments, news or initiatives that transpire in the personal data space.

c. Costs and Expenses

Each Party will bear its own costs and expenses unless otherwise agreed upon in writing 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,

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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 the Parties are 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 KI and PDEC;
- 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 KI and PDEC teams may be written about (as blogs, articles, tweets, etc.) or videotaped and made available as summary content on the KI website or PDEC 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.

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h. Terms and Termination

This Memorandum of Understanding will come into effect as of November 1, 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 both 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>By: </p> <p>Name: Allan Foster Title: President, KI Date: 10/26/16</p>	<p>PDEC</p> <p>By: </p> <p>Name: Dean Landsman Title: Executive Director, PDEC Date: 10/26/16</p>
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