



OPEN IDENTITY EXCHANGE
NON-MEMBER PARTICIPANT AGREEMENT
Version of MAY 2020

INTRODUCTION & CONTEXT

This Participant Agreement constitutes a binding contract between OIX and the other individual or entity identified on the signature page of this Participant Agreement (the "**Participant**").

OIX organises and supports various Projects, working groups and other activities for a variety of purposes, each of which may result in one or more draft and final versions of various types of Deliverables. In some cases (at the discretion of OIX), these may be open to both Members and non-members (such as Participant).

In consideration of authorisation by OIX to participate as a non-member in one or more Projects, working groups and other activities as described in Schedule 1 (*Statement of Work*) (the "**OIX Activity**"), Participant agrees to the following terms.

DEFINITIONS

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

"**Documents**" means this Participant Agreement and 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 Policies and Procedures Handbook (the "**Handbook**") on the OIX website.

"**Participant Fees**" means the fees and other assessments charged for participation in the OIX Activity in accordance with the OIX Policies, including those set out in Schedule 2 (*Fees*).

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

OBLIGATIONS OF THE PARTICIPANT

Authorisation and compliance with OIX Policies

Participant acknowledges and agrees that:

- (i) its participation in the OIX Activity is conditional on the ongoing authorisation of OIX, which may be suspended or limited by OIX at its' discretion;
- (ii) the OIX Policies: are incorporated into this Participant Agreement by reference; are binding on Participant; and, (without limiting any wider application) apply to all Contributions; and
- (iii) Participant shall comply with the OIX Policies (including those supplemental policies or rules as OIX determines to be applicable to the OIX Activity that Participant participates in from time to time). The foregoing shall not make Participant subject to those parts of the OIX Policies that are stated to apply only to Members, such as those related to the payment of 'Membership Fees'.

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

Participant acknowledges that some of its obligations under this Participant Agreement will survive the termination of its participation in OIX Activities.

Participant Fees & Expenses

Participant shall pay the Participant Fees applicable to the OIX Activity that it participates in. All Participant Fees paid to OIX are non-refundable for any reason, including termination of this Participant Agreement. Participant Fees shall be paid by Participant no later than thirty (30) days after receipt of invoice from OIX. OIX may suspend Participant's rights under this Participant Agreement in the event overdue Participant Fees. Participant shall bear its own costs and expenses for its participation in the OIX Activity, including but not limited to travel, employee compensation, and incidental expenses.

YOUR CONTRIBUTIONS

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

REPRESENTATIONS AND WARRANTIES OF PARTICIPANT

Participant represents and warrants to OIX that Participant has the requisite power and authority to execute and deliver this Participant Agreement and to perform its obligations under this Participant Agreement; and, this Participant Agreement constitutes a valid and binding obligation on Participant in accordance with its terms. Representations and warranties specific to the Contributions are set out in the OIX IPR Policy. Participant shall promptly inform OIX if it becomes aware of any circumstance that comes to its awareness that causes any of the above representations to cease to be accurate.

LIMITATION OF LIABILITY

No Warranty by OIX

Except as expressly provided in this Participant Agreement, all services, data, information and products, and all rights therein, provided or made available to Participant or its Affiliates by OIX or by any other person on behalf of OIX or in relation to the OIX 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 Participant or its Affiliates for any indirect, special, punitive, exemplary or consequential damages of any kind arising out of or related to this Participant

Agreement, OIX programs or Participant's participation in the OIX Activity, including without limitation, lost profits, even if a party has been advised of the possibility of such damages.

The maximum aggregate liability of OIX and the exclusive remedy available to Participant in connection with this Participant 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 OIX programs or Participant's participation in the OIX Activity, or this Participant Agreement, shall be to recover the actual damages Participant has incurred from OIX up to, but not exceeding, five hundred pounds (£500). The existence of multiple claims or suits under or related to this Participant Agreement will not enlarge or extend the limitation of money damages. No OIX Party shall have any liability to Participant for any claim or cause of action arising out of or in connection with OIX programs or Participant's participation in the OIX Activity.

Nothing in this Participant 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

This Participant Agreement shall come into effect on the earlier of the date that this Participant Agreement is signed by both OIX and Participant, or Participant's first participation in the OIX Activity. This Participant Agreement shall continue thereafter until terminated by either party by giving written notice to the other (which may be by e-mail).

Termination of this Participant Agreement terminates Participant's right to participate in the OIX Activity. However, following termination of this Participant Agreement, Participant shall remain subject to the obligations of the OIX IPR Policy with respect to all Contributions made prior to the date of termination.

OTHER PROVISIONS

Notices

All notices to OIX that Participant is required or permitted to make to OIX under the Documents shall be sent by email to help@openidentityexchange.org. Participant is responsible for updating its contact information with OIX, and OIX shall be considered to have provided proper notice by relying on the contact information that it has on file.

Governing Law

This Participant Agreement and Participant's rights and obligations shall be governed by and construed under, and the legal relations among and between Participant 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 Participant 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 Participant Agreement in any jurisdiction in which Participant is incorporated, operates or holds assets.

Third party rights

No term of this Participant 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 Participant.

Amendments to the Documents

The Documents may each be amended by OIX from time to time, and Participant agrees to abide by the terms thereof as amended, provided, that any amendment to the Documents that would materially and potentially adversely affect Participant's rights and obligations shall not bind Participant until thirty days' from the date that notice of such action is given to Participant. 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. Participant shall be bound by each such a duly adopted amendment unless it elects to terminate this Participant Agreement prior to the effective date of any such amendment.

Privacy Consent

Participant acknowledges and agrees that the personal data submitted in connection with this Participant 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 Participant Agreement is entered into by Participant and OIX acting by their duly authorised representatives as follows:

BY:

<COMPANY NAME>

Name

Title:

Signature:

Date:

OPEN IDENTITY EXCHANGE

Name

Title:

Signature:

Date:

SCHEDULE 1 – STATEMENT OF WORK

SCHEDULE 2 – FEES

[[NONE] or

Fee	Due Date
[]	[]

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