

MEMBERSHIP AGREEMENT

Whereas:

\_\_\_\_\_  
(the "Member")

whose postal address is:

\_\_\_\_\_  
\_\_\_\_\_

has agreed with:

DIGITAL ID AND AUTHENTICATION COUNCIL OF CANADA  
("DIACC")

whose postal address is:

302-720 King Street West,  
Toronto, ON M5V3S5

NOW THEREFORE, in consideration of the consent to join the membership of DIACC and other good and valuable consideration provided to Member, the receipt and sufficiency of which is hereby acknowledged, Member agrees as follows:

1. **DEFINED TERMS:** Defined terms used herein shall have the meaning set forth in the DIACC Intellectual Property Rights Policy ("IP Policy") (attached as Schedule "A"), DIACC approved by-laws ("By-laws") (attached as Schedule "B"), and DIACC Operating Procedures ("Operating Procedures") (attached as Schedule "C").
2. **COMPLIANCE WITH IP POLICY AND BY-LAWS:** Member agrees to be bound by the terms and conditions in the IP Policy, By-laws and Operating Procedures and agrees to any and all positive obligations pursuant to the IP Policy, By-laws or Operating Procedures.
3. **CHANGES TO IP POLICY, PROCEDURES AND BY-LAWS:** DIACC, in its sole discretion, may make changes to IP Policy, By-laws or Operating Procedures, by written notice to members, such changes to take effect 30 days thereafter. Member agrees to be bound by any such changes to the IP Policy, By-laws or Operating Procedures unless Member withdraws from membership in DIACC in accordance with this Agreement within 30 days of [receiving notice | DIACC posting] any such changes.
4. **MEMBERSHIP WITHDRAWAL:** Member may withdraw from membership in DIACC by written notice to DIACC which shall have effect on the later of (i) the date of receipt in writing by DIACC of such written notice of withdrawal, or, (ii) the effective date of such written notice of withdrawal as stated therein.
5. **SURVIVAL OF OBLIGATIONS:** All licenses, representations, covenants, or other obligations entered into by Member pursuant to this Agreement which, by their context, would reasonably be

understood to survive, including all licenses and covenants granted under the IP Policy, will survive any withdrawal of Member's membership in DIACC.

6. **REPRESENTATIONS AND WARRANTIES:** Member hereby represents and warrants that: (a) it has all necessary rights to provide the Contributions and grant the licenses, covenants and other obligations provided in this Agreement and the IP Policy; (b) DIACC's (or any party's) use of the Contributions in a manner consistent with the description in the IP Policy will not constitute an infringement, misappropriation, or violation of intellectual property rights; (c) it has the right to bind its organization and its affiliates to the licensing and other obligations provided in this Agreement and the IP Policy; (d) no part of the Contribution(s) to DIACC is false, misleading, libelous, defamatory, obscene, unlawful, or injurious to any party; and (e) inclusion of the Contribution(s) in any DIACC services, policies, programs or other resources will not require DIACC to make any payment to, or clear or obtain any additional rights from, Member or any third party. Member agrees that DIACC does not intend and will not be required to edit or review Contributions for accuracy or appropriateness.

7. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL CONTRIBUTOR, ANY MEMBERS, DIACC, OR THE BOARD BE LIABLE TO ANY OTHER CONTRIBUTOR, ANY MEMBERS, DIACC, OR THE BOARD FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS CONTRIBUTOR AGREEMENT, DIACC RESOURCES, OR CONTRIBUTOR'S PARTICIPATION IN DIACC PROGRAMS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE MAXIMUM AGGREGATE LIABILITY OF DIACC AND THE EXCLUSIVE REMEDY AVAILABLE TO CONTRIBUTOR IN CONNECTION WITH THE CONTRIBUTOR AGREEMENT FOR ANY AND ALL DAMAGES, INJURY, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH DIACC PROGRAMS OR RESOURCES OR THIS CONTRIBUTOR AGREEMENT, SHALL BE TO RECOVER THE ACTUAL DAMAGES CONTRIBUTOR INCURRED UP TO, BUT NOT EXCEEDING, THREE HUNDRED DOLLARS (\$300). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS CONTRIBUTOR AGREEMENT WILL NOT ENLARGE OR EXTEND THE FOREGOING LIMITATION OF MONEY DAMAGES.

8. **DISPUTE RESOLUTION:** If any dispute arises between the Parties relating to the application, interpretation, implementation or validity of this agreement, the Parties agree to resolve the dispute by arbitration using the Canadian Arbitration Association Expedited Arbitration Rules. The parties agree that the Canadian Arbitration Association Expedited Arbitration Rules give the parties a fair opportunity to present their case and respond to the case of the other side. The arbitration shall be held in Toronto and shall proceed in accordance with the provisions of the Arbitration Act Ontario Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

9. **GENERAL:** This Agreement shall constitute both the membership agreement and the application form for membership of DIACC referred to in the By-laws. If any provision of this Agreement is unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity will not affect the enforceability or validity of the remaining provisions of this Agreement and such provisions will be severable from the remainder hereof. Member may not assign this Agreement. This Agreement will be binding on Member's heirs, executors and administrators and will endure to the benefit of DIACC's successors and assigns. This Agreement may be amended only by written instrument signed by both

DIACC and Members. Member is responsible for all costs and expenses (including legal fees and expenses) incurred by DIACC in enforcing this Agreement.

AGREED TO on behalf of Member:

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(I have authority to bind the Organization listed below)

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Email: \_\_\_\_\_