



## ID Federation Participation Agreement

This Participation Agreement (“Agreement”) for participation in the ID Federation Trust Framework (the “Trust Framework”) is made and entered into by ID Federation, Inc. of Wilmington, Delaware (“ID Federation”) and

\_\_\_\_\_, a \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (“Member”). By executing this Agreement, Member accepts and agrees to be legally bound by these terms and conditions for participation in the Trust Framework effective as of the date this Agreement is accepted by the ID Federation (“Effective Date”).

1. **Membership.** Member is signing up for the membership category set forth below and shall pay the applicable membership fee.

Member Type: \_\_\_\_\_

Fee: \_\_\_\_\_

2. **The ID Federation Trust Framework.** The Trust Framework was formed for the purpose of developing, maintaining and promoting identity federation standards for trusted transactions across the financial services and insurance industries in an effort to reduce transaction friction, lower costs, and bolster independent insurance agent access and efficiency.
3. **Trust Framework Rules.** This Agreement is governed by the ID Federation By-Laws (“By-Laws”) and the Trust Framework (“Trust Framework”), as adopted by the ID Federation and amended from time to time. The provisions of the By-Laws and Trust Framework are incorporated as if fully rewritten herein. The By-Laws and Trust Framework may be revised from time to time and you will receive notice when required by the terms of the Trust Framework. Your continued participation in the ID Federation after revisions to the Bylaws and Trust Framework will constitute your acceptance of those changes or amendments to the By-laws or Trust Framework. In the event of inconsistency between the By-Laws and Trust Framework and this Agreement, the terms of the By-Laws and Trust Framework shall control.
4. **Member Responsibilities.** Member covenants and agrees to do the following during the terms of this Agreement in addition to any other obligations specified herein:
  - a. Member must comply with the terms and conditions contained in the By-Laws, Trust Framework, this Agreement and any rules or policies the Board of Directors and Committees may adopt.

- b. Member must provide the ID Federation with technical, legal, and business contact information as necessary to facilitate the operation of the ID Federation. Member must update this information as necessary.
- c. Member must bear its own costs and expenses in connection with its participation in the ID Federation, including, but not limited to compensation of Member's employees and all travel expenses of Member's employees who attend ID Federation meetings.
- d. Member agrees not to participate in the ID Federation in a manner that violates federal, state, or local laws or rules or in a manner that interferes or could interfere with services provided by or to others.

5. Term and Termination.

- a. Term. This Agreement shall begin on the Effective Date and remain in force for the period of one (1) year (unless terminated sooner). Thereafter, subject to Member's payment of the then current annual fee and Member otherwise remaining in good standing, the Agreement shall then continue from year to year, unless terminated by Member or the ID Federation in accordance with the terms of this Agreement.
- b. Termination by Member. The Member may terminate this Agreement at any time and for any reason upon written notice to the ID Federation. Membership Fees of the Member which remain unpaid at the time of termination shall remain due and payable. In no event shall Member receive any refund of any fees paid.
- c. Additional Termination Rights. This Agreement may be terminated as set forth in the Trust Framework.

6. Warranties and Representations. Member represents and warrants that:

- a. It is duly licensed and authorized to conduct its business;
- b. It is duly authorized to enter into this Agreement.
- c. It will abide by the Antitrust Compliance requirements contained in the By-Laws and/or Trust Framework.

7. Notices. All notices which are required to be in writing shall be effective when received, and shall be delivered personally, via fax with transmission confirmation, by overnight courier, or by certified U.S. mail, return receipt requested, to the parties at the addresses listed below. Any notice of change of address will be effective only upon receipt.

If to Member:

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

With a copy to:

General Counsel, Law Department

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

If to ID Federation:

ID Federation, Inc. Administration  
c/o VTM Group Offices  
3855 SW 153<sup>rd</sup> Drive  
Beaverton, OR 97006

\_\_\_\_\_

8. Waiver. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless agreed to in a writing that expressly refers to this Agreement and is signed by both parties. No evidence of any waiver or modification shall be offered or received in evidence in any arbitration or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions. No waiver or relinquishment of any right or power hereunder, at any one or more times, shall be deemed a waiver or relinquishment of such right or power at any other time or times. The provisions of this Section may not be waived except as herein set forth.
  
9. Entire Agreement. This Agreement embodies the entire understanding between the parties regarding the subject matter hereof. All prior or contemporaneous correspondence, proposals, offers, conversations, or memoranda relating to the subject matter hereof, are merged in and replaced by this Agreement, and are without any force or effect whatsoever. No change, alteration, or modification hereof may be made except in a writing that expressly refers to this Agreement and is signed by both parties. This Agreement supersedes any previous agreements between the parties relating to the subject matter hereof.
  
10. Severability. Any provision of this Agreement determined to be invalid or unenforceable by a court, board, or tribunal of competent jurisdiction (hereinafter referred to as "Court") shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such provisions were written in a manner acceptable to such Court or, if

such provision is found to be totally unacceptable to such Court in any form, then as if such invalid provisions were omitted altogether.

11. Binding Effect/Assignability. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither this Agreement nor any rights or duties hereunder may be assigned or delegated by either party without the prior consent in writing of the other party. Any attempted assignment inconsistent with this provision shall be void. Notwithstanding the foregoing, Member may assign this Agreement with all rights and obligations hereunder, without the consent of ID Federation, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that Member provides ID Federation notice of such assignment and the acquiring entity agrees in a writing with Member to assume all of Member's rights and obligations hereunder. In addition, ID Federation may assign this Agreement as provided in the ID Federation bylaws. Each party shall provide to the other party such information relating to any permitted assignments or delegations hereunder, as reasonably requested by the other party.
12. Force Majeure. Neither party shall be deemed to be in default of any provision of this Agreement for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, without limitation, acts of God, civil or military authority, civil disturbance, war, strikes, fires, or other catastrophes, or any other force majeure event beyond the party's reasonable control.
13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Photocopies and faxed copies of original signature pages shall be deemed originals in all respects. The Parties agree that this Agreement may be signed by means of electronic signature technology pursuant to the U.S. federal E-SIGN Act and any applicable state laws. Signatures, originally signed by hand, but transmitted via e-mail as PDF files or by fax shall also be deemed valid and binding original signatures.
14. Governing Law. All of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement will be governed, construed, and enforced pursuant to the laws of the State of Delaware, without regard to Delaware's rules concerning the conflict of laws.
15. Captions. The captions contained in this Agreement are for purposes of organization only and do not constitute a part of the Agreement.

**IN WITNESS WHEREOF**, the Member has caused this Agreement to be signed by its duly authorized representative.

**Member**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Accepted:  
ID Federation, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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