



IDPRO[®]

IDPro Membership Agreement

IDPro, Inc. is a Delaware incorporated non-stock, non-profit corporation.

IDPro Membership Agreement

Preamble

In consideration of all the individuals and organizations entering into IDPro Membership agreements in identical form, and of all future parties who wish to participate as Members entering into such an IDPro Membership Agreement (“Agreement”) as a condition of becoming Members, such that all Members shall be regarded as parties to a single instance of this Agreement as applicable under relevant law, such as third party beneficiary and professional association organizations law, each Member agrees to the following.

1 Mission Statement

IDPro (“Association”) exists to globally foster ethics and excellence in the practice and profession of digital identity by a) helping to define, support, and improve the digital identity profession, facilitating opportunities for identity practitioners to interact with, learn from, and give back to their professional community, b) enabling identity technology and service providers to interact with identity professionals in thoughtful, respectful, and valuable ways, c) providing a collective voice for the digital identity and access management industry to policy makers, d) developing a body of knowledge for the edification of, and education of identity practitioners at all career levels, and e) ensuring the disciplines of digital identity and access management are globally seen as vital and vibrant counterparts to privacy and information security.

2 Definitions

Capitalized terms used in this Agreement shall have the following definitions and meanings:

“**Admission Date**” is the date by which conditions (agreement and membership fee) of membership have been met.

“**Agreement**” and “**Membership Agreement**” refers to this Agreement which includes by reference the Articles of Association, the Bylaws, the Code of Conduct, the IPR Policy and other such policies as may be adopted by the Board from time to time.

“**Association**” refers to IDPro or IDPro, Inc.

“**Board**” refers to the collective entity of duly appointed Directors on the Board of Directors.

“**Confidential Information**” means: (i) with regard to Confidential Information of a Member, Contributions that are provided in tangible form and are clearly marked as “Confidential” or if disclosed orally that are clearly identified as “Confidential” at the time of disclosure or within thirty (30) days after such initial disclosure; or (ii) with regard to Confidential Information of IDPro, information concerning the status of matters under consideration by IDPro, including but not limited to Publications or other documents that are provided in tangible form and are clearly marked as “Confidential” or if disclosed orally that are clearly identified as “Confidential” at the time of disclosure or within thirty (30) days after such initial disclosure.

“**Contribution**” means any original work of authorship, including any modifications or additions to an existing work, that is submitted by the author for inclusion in any IDPro Publication, blogpost on IDPro.org or any affiliated sites, or other document (such as a newsletter). For the purposes of this definition, “submit” means any form of electronic, oral, or written communication for the purpose of discussing and improving the IDPro Publication, blog post on IDPro.org or any affiliated sites, or other document (such as a newsletter), but excluding any communication that is conspicuously designated in writing as not a Contribution.

“**Control**” means that one entity (the “Parent”) owns or controls, either directly or indirectly, more than fifty percent (50%) of the voting power of another entity (the Subsidiary), and each entity in which the Subsidiary owns, either directly or indirectly, more than fifty percent (50%) of the voting power of such subsidiary ad infinitum. The words “Controls” and “Controlled” shall be construed accordingly.

“**Controlling Documents**” means any Policy Document, bylaws, articles of incorporation or other document developed by the Board for the purpose of governing and administering the business of IDPro or as further defined in section 4.

“**Date**” means the date on which the Signatory signs this Agreement.

“**Delegate**” refers to any employee, contractor, or other such individual from an Organizational Member.

“**Deliverable**” means any document or Publication developed within IDPro.

“**Director**” means a member of the Board of Directors.

“**Financial Obligations**” means the fees and penalties assessed or incurred as a part of membership or activities related to IDPro.

“**Founding Date**” means June 15, 2017.

“**Founder or Founding Member**” means an individual or organization that joined the Association as a Member before January 1, 2018 and has continuous Membership in Good Standing since joining .

“**Full Supermajority Vote**” means 75% or more of the current Members of the applicable group or committee.

“**Good Standing**” means that the Member has paid all required fees for membership at the desired level and met any additional requirements as set forth by the Board from time to time.

“**Individual Member**” means any individual who has joined the Association and paid their dues independently, and is not a delegate or other designee of an Organizational Member.

“**Join Date**” means the date by which an Individual or organization has executed the Membership Agreement and the fees have been received by IDPro.

“**Member**” within this Agreement is defined as a participating Individual member or an organization that has entered into the Membership Agreement with IDPro and has no fiduciary nor decision-making rights and responsibilities for IDPro. “**Membership**” means the state or status of being a Member.

“**Membership Obligations**” means Financial Obligations and all in Good Standing requirements.

“**Mission**” means the mission set forth in the Mission Statement of IDPro as stated in Section 1 of this Agreement.

“**Organizational Member**” means any organization above the Individual membership class.

“**Participant**” means any Member who participates in any of the Committees or other activity of the Association.

“**Policy**” and “**Policy Document**” means any documented procedural or administrative policy adopted by a Supermajority Vote of the Board.

“**Publication**” means any Deliverable, document, or content approved by the Board for public distribution and made available on IDPro’s website, affiliated sites, or social media.

“**Quorum**” means that more than fifty percent (50%) of the Members of the applicable group are present at a meeting, either in person, virtually, or by such other means as may be prescribed by such group or this Agreement.

“**Related Entity(ies)**” means any entity which is controlled by a Member or which, together with a Member, is under the common control of a third party.

“**Schedule of Fees**” shall refer to the published (on the IDPro.org website) schedule of membership levels and corresponding fees.

“**Signatory**” means the Member of IDPro.

“**Simple Majority Vote**” means greater than 50% of those voting when a Quorum is present.

“**Supermajority Vote**” means 75% or more of those voting when a Quorum is present.

“**Vendor**” means any company or other organization that provides identity and access management-related software, services, advice, or support.

“**Voting Member**” means Board Member.

3 General

3.1 Duration and Dissolution

IDPro shall exist until such time as it is dissolved by a Full Supermajority Vote of the Board.

3.2 Members’ Right to Compete

The Members acknowledge that they may compete with each other in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any applicable antitrust laws and regulations. Each Member may have agreements with other Members that are not related to IDPro. Without limiting the generality of Members’ rights to announce or market any IDPro products or services, the Members agree not to have any discussion relating to their individual commercial businesses with respect to product pricing, methods or channels of product distribution, any division of markets, or allocations of customers or any other topic which should not be discussed among competitors. Furthermore, each Organizational Member hereby assumes responsibility to provide appropriate legal counsel to its representatives regarding the importance of limiting their discussions to subjects that relate to the purposes of IDPro, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

3.3 Dispute Resolution

The parties agree to attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in the spirit of mutual cooperation. Upon the earlier of the date on which those attempts (including escalation to the Board) fail, or thirty (30) days after the parties to the dispute first communicate with each other in an effort to resolve the dispute, then either party may demand mediation by submitting the dispute in writing for non-binding mediation conducted by a mediator selected by the Board within twenty-one (21) days after such written notice. Any dispute that cannot be resolved between the disputing parties through negotiation or mediation within forty-five (45) days of the date of the selection of a mediator may then be submitted to the courts of the state of incorporation of IDpro, or any other venue in which the court has personal jurisdiction over the parties in dispute, for resolution. The use of any mediation procedures will not be construed under the doctrines of laches, waiver, or estoppel to adversely affect the rights of either party. Nothing in this section 3.3 will prevent either party from resorting to judicial proceedings, if (i) good faith efforts to resolve the dispute have been unsuccessful, (ii) the claim or suit involves intellectual property rights, or (iii) interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.

3.4 Amendments to this Agreement and the Bylaws

Any modification or amendment of this Agreement shall only be binding upon the Members if set forth in writing and approved by a Full Supermajority Vote of the Board, provided, however, that such modification or amendment shall not be binding on any Member of IDPro within sixty (60) days of receipt of written notice of adoption of such modification or amendment. The Bylaws of IDPro may be amended by a Full Supermajority Vote of the Board.

3.5 Use of Names

Unless otherwise provided herein, neither the Association nor any Member shall use the name, logo, trademark, service mark or other mark of another Member in any form of publicity without the written permission of the other Member, provided that the Association and any Member may each disclose and publicize such Member's Membership in the Association. No Member shall use the name of another Member in any public announcement or other publicity relating to this Agreement of any Deliverable without the prior written consent of such named party.

3.6 Rights in Intellectual Property

The Board shall neither adopt, nor make any material change to any intellectual property rights policy of the Corporation or any other material policy or procedure of the Corporation governing intellectual property (individually and collectively, as the context requires, an "IPR Policy") without a Supermajority Vote. Such change may only become effective upon not less than ninety (90) days' prior written notice to all Members of the effective date of such adoption or change, such that any Member may resign its Membership prior to the effective date of such amendment. The amendment of this provision shall also require a Supermajority Vote of the Board. The Board shall consider amendments to the IPR Policy only twice a calendar year during its June and December meetings.

4 Governance

4.1 Decision making

Except in those cases where a vote is specifically required by this Agreement or other Controlling documents, IDPro shall seek to reach its decisions by consensus. When no consensus can be reached in a timely manner, the decision shall be reached by voting as defined in this Agreement and other Controlling Documents. Except when otherwise specified in this Agreement and other Controlling Documents, approval by vote requires a Simple Majority Vote.

4.2 IDPro Board

The Board shall have administrative oversight of IDPro as defined herein and in the Bylaws. The number of seats on the Board in any given calendar year shall be no fewer than six (6). The Chair of the IDPro Board shall preside over Board meetings as described in the Bylaws.

The roles and responsibilities of the Board include, but are not limited to the following:

- Managing the business and affairs of IDPro in accordance with the provisions of the Articles of Incorporation, and the Bylaws;
- Hiring a compensated Executive Director or the equivalent to assist in the administration of IDPro;
- Approving Publications either directly or after Committee recommendation of the same prior to making any Publication a publicly available document;
- Creating Board and non-Board Committees;
- Establishing and publishing a membership Schedule of Fees and Dues that may be amended from time to time by the Board;

- Accepting or denying candidate Membership Agreement applications (and renewals of the same) based on objective criteria adopted by the Board;
- Approval of any contracts with IDPro;
- Determining the timing and logistics for all Member meetings and similar communications mechanisms;
- Setting Policy Documents as may be required from time to time;
- Dissolving IDPro, which requires a Full Supermajority Vote;
- Obtaining and renewing Directors & Officers Liability coverage at levels determined by the Board.

4.3 Executive Committee

The Board may create an Executive Committee, consisting of one or more Directors. The Executive Committee may consist of any number of the Board but at minimum, should include the President, Secretary, and Treasurer of IDPro. The Executive Committee may invite any other person(s) it deems necessary to attend and participate in meetings and conversations of the Executive Committee. The Board may designate one or more Directors as alternate members of such Executive Committee, who may replace any absent member at any meeting of such Executive Committee. The Executive Committee, subject to any limitations imposed by these Bylaws, statutes and/or resolutions adopted by the Board, shall have and may exercise all of the powers of the Board which are delegated to the Executive

Committee from time to time by the Board; provided, however, that the Executive Committee shall have no authority with respect to:

- Approving any action which requires approval of the Voting Members;
- Filling vacancies on the Board;
- Fixing compensation of the Directors, Executive Director, and other employees for serving on the Board or on any Board Committee;
- Amending or repealing the Bylaws or adopting new Bylaws;
- Adopting a policy or amending or repealing any policy adopted by the Board;
- Amending or repealing any resolution of the Board which by its express terms requires action by the Board;
- Adopting an agreement of merger or consolidation;
- Recommend to the Voting Members the sale, lease or exchange of all or substantially all of the Corporation's property and assets;
- Recommending to the Voting Members a dissolution of the Corporation or a revocation dissolution; and
- Taking any other action for which a vote of more than a Simple Majority of the Board is required by these Bylaws.

4.4 Nominating Committee

There shall be a Nominating Committee of the Corporation, which shall consist of such individual representatives appointed by the Diamond Members of IDPro as well as any Individual Founding Members. In accordance with the Bylaws of the Corporation, the Nominating Committee shall annually make recommendations to the Board of Directors, prior to the Board of Directors annual meeting, regarding appointment of individuals to the Board of Directors. As required, the Nominating Committee may provide an updated slate of recommended Directors for replacement of any Director that has left, or been removed from, the Board of Directors and for any vacancy created by reason of an increase in the number of Directors.

- The Nominating Committee shall be formed no less than three (3) months prior to a triggering event (such as the departure of a Director or the Annual Meeting of IDPro, where the terms of office of a Director will be expiring.)
- The Nominating Committee may exist in perpetuity of the existence of IDPro and is not obligated to a prescribed frequency of meetings.
- The Nominating Committee shall consist of no fewer than three members.
- The Nominating Committee shall strive to make all its decisions by consensus. In the case that it cannot, the decisions shall be made by Simple Majority Vote.
- The Nominating Committee shall, in its recommendations for the Board of Directors, include Individual Members of the Association.
- All requirements applying to the Board of Directors regarding meetings, notice, waiver of notice, quorum, and voting apply to the Executive Committee, Nominating Committee, or any Advisory Committee chartered by the Board.

4.4.1 Appointment of Individual Representatives

The Diamond Members of IDPro shall each have the right to appoint a single individual to serve as their representative on the Nominating Committee. Such appointment shall be made in writing (delivered by hand, via postal mail or delivery service, or electronically) to the President or their designee by an individual authorized to do so by a listed corporation or entity. Such appointment may be withdrawn or changed at any time.

4.4.2 Chair

The Board of Directors shall appoint an individual from amongst the members of the Nominating Committee, who is not a Director, to preside as chair over the meetings of the committee (the “Committee Chair”).

4.5 Advisory Committee

The Board of Directors, by resolution adopted by a Simple Majority Vote of the Board of Directors, may designate from among its Members, an Advisory Committee who shall have access to such information as the Board deems necessary to its work and charter, whose actions and decisions shall be advisory in nature only and shall not be binding upon the Board. The Advisory Committee may comprise representatives of Members that are in Good Standing, including Individual Founding Members.

4.6 Other Special Committees

The Board of Directors, by resolution adopted by a Full Supermajority Vote of the Board of Directors, may designate from among its members or other interested parties one or more other special committees, each of which, to the extent provided in the resolution, may exercise some of the authority of the Board of Directors, except as limited by the laws of the state of incorporation. All requirements applying to the Board of Directors regarding meetings, notice, waiver of notice, quorum and voting apply to committees and their members as well.

4.7 Other Committees

The Board of Directors, by resolution adopted by a Simple Majority Vote of the Board of Directors, may approve the charter of a non-advisory committee. Such committees may comprise members, non-members, and Directors as necessary and does not exercise any of the authority of the Board of Directors. Such committees may be chartered to act on behalf of the Board for a specific purpose and provide recommendations or other actions as allowed within its creation mandate.

4.8 Number of Members; Designation of Alternates

All committees other than Executive will have two or more members who serve at the pleasure of the Board of Directors. The Board of Directors, by resolution adopted in accordance with this section, may designate one or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

4.9 Director's Duty Remains

Neither the creation of any committee, the delegation of authority to any committee, nor action by any committee will alone constitute compliance by any Director not a member of such committee with such Director's obligation to act in good faith, in a manner reasonably believed to be in the best interest of IDPro, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

4.10 Publishing IDPro Deliverables

The Board may approve the publication or sharing of any IDPro Deliverable (e.g. white papers, opinion pieces, reports) with non-Members by a Supermajority Vote of the Board, at any time, regardless of the status of a document.

4.11 Liaisons/Alliances

The Board, by Simple Majority Vote, may enter into liaison relationships with any organization the Board determines would improve the quality of its work. The Board is authorized to draft appropriate terms of the agreement that would grant the liaison organization access to IDPro work and activity, as long as appropriate measures are taken to honor the IP provisions of this Agreement and the IDPro IPR Policy.

5 Committees

5.1 Committee Chairs

Any Individual Member or a Delegate of an Organizational Member, serving on a Committee (with the exception of the Executive and Nominating Committees) may be elected by Simple Majority Vote of that Committee's Members to serve as the Chair of that Committee. The Committee Chair is responsible for facilitating the effective collaboration of that Committee, in compliance with the governance procedures of this Agreement, including calling meetings, presiding over meetings, and conducting deliberations in a collegial manner. In the absence of a Scribe, the Chair is responsible to either perform the duties of the Scribe or find a suitable volunteer to do so.

5.2 Committee Scribes

The Scribe is responsible for maintaining the procedural records of the Committee, in compliance with this Agreement and any guidelines set forth by the IDPro Secretary (as set forth in the Bylaws.)

5.3 Resignation, and Vacancies within Committees

An appointed Chair or Scribe shall automatically be removed if the Member terminates or otherwise ends its membership in IDPro.

5.4 Controlling Documents

The governing documents of the conduct of IDPro committees shall be, in order of supremacy, its Articles of Incorporation, its Bylaws, the most recent versions of this Agreement and any other Policy Document as approved by the Board and published on the membership section of the IDPro website.

6 Handling Confidential Information

6.1 General Principle

As a general principle, no Member wishes to receive from any other Member under this Agreement any information which the disclosing Member considers to be confidential; however, the Members do wish to allow the work of IDPro to proceed in a constructive manner under conditions which promote candid and open discussions.

6.2 Degree of Care

Unless and until Confidential Information is made available to the public through the processes set forth herein or established by the Board, each Member (except the owner or authorized licensor) shall use the same degree of care and discretion it uses to avoid disclosure of its own confidential information to not disclose such Confidential Information to any entity or person who is not a Member engaged in the activities for which such Confidential Information was provided.

6.3 Intellectual Property Rights Policy

By becoming a Member of IDPro, Signatory is agreeing to the intellectual property rights, obligations and other terms for all Deliverables developed within IDPro subject to the provisions specified in the IDPro IPR Policy.

7 Conditions of Membership

(a) Any association, partnership, organization, governmental agency, company, corporation, limited liability company, partnership, academic entity, non-profit or other entity (or individual) shall be admitted to a class of Membership for which it is eligible upon: (a) acceptance of its written application on such form as required by the Association (which acceptance shall be administered in a non-discriminatory fashion), and (b) unless otherwise provided by the Board or the Bylaws, payment of such application fees, assessments, initiation fees, annual dues or other fees for such class of Membership as may from time to time be established by the Board, if any (collectively, “Fees”). The date on which these conditions of admission have been met for a Member shall be defined as the Admission Date.

(b) A Member shall be in good standing provided that such Member is in compliance with (i) the Bylaws, (ii) Membership Agreement, (iii) rules and policies (and the terms of any agreements required thereby) as the Board and/or any board committees thereof may from time to time adopt, (iv) participation obligations, fulfillment of in-kind obligations, and contribution obligations, and (v) payment of all Fees and penalties for late payment as may be required or determined by the Board. No person or entity may be accepted for Membership if that person or entity has pre-existing, unpaid Financial Obligations to the Association until such payments are made.

(c) The initial term of Membership for all Members shall be from the Admission Date of such Member for twelve months. IDPro shall provide notice to each Member of the commencement of each renewal term no less than sixty (60) days prior to the last day of the current term.

(d) The admission of new Organizational Members may require a Simple Majority vote of the Board. The admission of new Members in all other classes but Individual may require a vote of the Board, except that the Board may delegate such authority to an individual or committee of the Association.

(e) Memberships shall be non-transferable, non-salable, and non-assignable, although the Board has the authority to accept and approve such requests on a case-by-case basis.

7.1 Limitation on Participation by Related Entities

Only the entity that holds Membership in the Association and such entity's Subsidiaries (as defined below) shall be entitled to enjoy the rights and privileges of such Membership. For purposes of this Section, the term "Subsidiaries" shall mean all Related Entities, the term "Subsidiary" shall mean any entity which is controlled by the Member, and the term "Related Entity" shall mean any entity which is controlled by a Member or which, together with a Member, is under the common control by a third party. "Control" means that one entity (the "Parent") owns or controls, either directly or indirectly, more than fifty percent (50%) of the voting power of another entity (the Subsidiary), and each entity in which the Subsidiary owns, either directly or indirectly, more than fifty percent (50%) of the voting power of such subsidiary ad infinitum.

Except with respect to Related Companies, if a Member is a corporation, limited liability company, foundation, consortium, membership organization, user group or other entity that has stockholders, members or sponsors, then the rights and privileges granted to such Member shall extend only to the employee-representatives of such Member, and not to its stockholders, members, sponsors, etc., unless otherwise approved by the Board in a specific case from time to time.

7.2 Additional Classes of Members

The conditions, privileges, powers, and voting rights (if any) of any class of Members may be changed, and one or more additional classes of Membership may be created, and the conditions, voting rights (if any), powers and privileges of each such class may be prescribed, by amendment to this document in accordance with Section 9.

8 Withdrawal from Agreement

8.1 Voluntary Withdrawal

A Member may terminate its membership at any time effective with thirty (30) days notice to IDPro or otherwise as set forth in this Agreement or the Bylaws. If, after the Date, a Related Entity of the Signatory ceases to be Controlled by or under common Control with the Signatory, such Related Entity shall be permitted to withdraw from this Agreement at any time after the date on which such Related Entity ceases to be Controlled by or under common Control with the Signatory by giving written notice to the Board of its intent to terminate its participation. Such voluntary withdrawal shall be effective upon receipt of the notice by the Board.

Any financial obligations already paid by such Member shall not be refundable upon any resignation, including any resignation pursuant to Section 8.2, and all such financial obligations of such Member which may be accrued and unpaid as of such date shall remain due and payable.

8.2 Termination or Suspension of Membership

Any Member may be suspended from Membership or have its Membership terminated by the Board for failure to satisfy its Membership Obligations or for engaging, either within or without the Association in any (1) willful misconduct or otherwise acting to the material detriment of the best interests of the Association, or (2) conduct that is contrary to the mission statement (Section 1) of the Association, the Code of Conduct, or to the advancement of the Association's business or industry goals, as reasonably determined by the Board. Financial Obligations already paid shall not be refundable upon any such termination or suspension, and all Financial Obligations of such Member which may be accrued and unpaid as of the date of such termination shall remain due and payable. Except as provided in the last paragraph of this Section, no termination or suspension of Membership for any other purpose shall be effective unless:

- (a) The Member is given notice of the proposed termination or suspension of Membership and of the reasons therefor;
- (b) Such notice is delivered via written form, sent to the last known contact information of the Member shown on the Association's records;
- (c) Such notice is given at least thirty days prior to the effective date of the proposed termination or suspension of Membership;
- (d) Such notice sets forth a procedure determined by the Board (or other body authorized by the Board) to decide whether or not the proposed termination or suspension shall take place, whereby the Member is given the opportunity to be heard by such body, either orally (and represented by counsel if the Member so desires, at its sole cost and expense) or in writing, not less than five days before the effective date of the proposed termination or suspension; and
- (e) Such termination or suspension of Membership is approved by Supermajority Vote of the Board.

Notwithstanding the foregoing, in the event that the Board reasonably believes in good faith that a Member is engaging, either within or without the Association, in any (1) willful misconduct or otherwise acting to the material detriment of the best interests of the Association, or (2) conduct that is contrary to the Purposes of the Association or to the advancement of the Association's business or industry goals, the Board, may suspend such Member's Membership immediately, provided that such Member is otherwise afforded the protections provided for in subsections (a), (b) and (d) of this Section 8.2. Terminations or suspensions of Membership for failure to pay its Financial Obligations within 60 days of invoice may be imposed with notice and without right of formal appeal under the procedures set forth in Section 8.2 d.

9 Membership Classifications

All Organizational Members shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, all Organizational Members shall be subject to the obligations stated in the Membership Agreement and any relevant Guiding Documents.

Admission as an Organizational Member shall be open to any corporation, partnership, joint venture, trust, limited liability company, business association, governmental entity or other entity. Membership levels and benefits specifically afforded to those Members who remain in Good Standing are as follows:

Diamond	Platinum	Gold	Silver	Bronze	Oak	Ash	Bamboo / Individual
\$50,000	\$25,000	\$12,500	\$5,000	\$2,500	\$1,250	2 people \$300	1 person: \$150

Approved Benefits	Diamond	Platinum	Gold	Silver	Bronze	Oak	Ash	Bamboo / Individual
25% discount per CIDPRO exam (\$185+ value)	✓	✓	✓	✓	X	X	ONE-TIME discount ✓	ONE-TIME discount ✓
New CIPRO exams as part of the package*(use it or lose it; no accumulations)	5 tests/year	5 tests/year	3 tests/year	1 test/year	X	X	X	X
Access to a members-only forum (e.g. Slack)	✓	✓	✓	✓	✓	✓	✓	✓
Subscription to exclusive content in monthly newsletter	✓	✓	✓	✓	✓	✓	✓	✓
Discounts to major conferences such as EIC, Identiverse & IIW (\$500+ value)	✓	✓	✓	✓	✓	✓	✓	✓
Eligibility to participate in non-board committee & groups	✓	✓	✓	✓	✓	✓	✓	✓
Early access to yearly Skills and Programs survey	✓	✓	✓	✓	✓	✓	✓	✓
Logo on website (Optional)	✓	✓	✓	✓	✓	✓	✓	X
Logo on newsletters (Optional)	✓	✓	✓	✓	X	X	X	X

Approved Benefits	Diamond	Platinum	Gold	Silver	Bronze	Oak	Ash	Bamboo / Individual
Branded content (EX: : One video Branded interview/testimonial, sponsored blog post or social media campaign)	✓	✓	X	X	X	X	X	X
Nominating Committee Seat	✓	X	X	X	X	X	X	X

NonProfit, Government, and Higher Education members receive a 25% discount off regular corporate rates at the Ash level and higher. (Note: Not applicable to the Bamboo/Individual member level.)

9.1 Individual Members

IDPro shall have Individual Members. Admission as an Individual Member shall be open to anyone. All Individual Members must adhere to the Membership Agreement and pay the fees called for in the Schedule of Fees for Individual Members. Upon receipt of the online registration and payment of fees, IDPro will review the registration information and welcome the individual as a Member to the Association. All Individual Members shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Individual Members shall be subject to the obligations stated in the Membership Agreement and any relevant Attachments thereto.

Among other benefits specifically afforded to Individual Members who remain in Good Standing (as defined in Section 2) are:

- Access to all conference calls / virtual meetings and presentations
- Access to curated content and tools
- Regular curated communications
- Eligibility to participate in non-Board committees and groups

10 Member Information, Signature

By joining IDPro, the Signatory acknowledges and agrees that, when accepted by IDPro, this agreement represents a binding contract between the Signatory and the Association and commits the Signatory to (i) payment of annual Membership dues and fees as determined from time to time by the Board of Directors of the Association and (ii) comply with all the terms and conditions of the Association's Certificate of Incorporation, Bylaws, Intellectual Property Rights Policy and as from time to time in force (the Signatory hereby acknowledging receipt of current copies of these documents), and such rules and policies as the Board of Directors and/or committees of the Association may adopt. The Signatory certifies that it meets the conditions of Membership specified in the Bylaws. The Association and the Signatory acknowledge and agree that each Member is an intended third party beneficiary to the Agreement.

In the event of the resignation of the Signatory or the termination or expiration of the Signatory's Membership (including dissolution of the Association), all obligations incurred by the Signatory relating to intellectual property rights prior to the date of such resignation, termination or expiration shall continue in effect, to the extent such obligations are intended to or are expressly stated in the Charter, Bylaws and/or any such rule or policy to survive such resignation, termination or expiration.

10.1 Membership Process

For Individual Members, your account creation and registration on our website (idpro.org), acknowledgement and acceptance of policies and procedures, and the on or offline payment of fees constitutes the Individual Membership Process.

For Organizational Members, the Membership Process is a) either your account creation and registration on our website (idpro.org), acknowledgement and acceptance of policies and procedures, the e-signing of the Membership Agreement or b) the completion of this Agreement and delivery of the completed document to membership@idpro.org. Upon receipt of the Membership Agreement, IDPro will review the documentation submitted, the Board may vote on the acceptance of the Agreement, and countersign the Membership Agreement (if applicable) and then issue to the primary and billing contacts listed, an invoice for member dues (if the organization has not already paid via idpro.org upon account registration).

The benefits and fees associated with each level of membership can be found on our website – <https://idpro.org/join/benefits>.

10.2 Membership Level Selection (Mandatory)

If you are submitting this to membership@idpro.org, please select the level of membership your organization is seeking in IDPro:

- Diamond
- Platinum
- Gold
- Silver
- Bronze
- Oak
- Ash

10.2.1 Bulk Membership Packages (Optional)

Recognizing that some organizations may want to secure additional membership bundles beyond those offered in the initial Organizational membership fees, additional bulk membership packs are available. Please specify the number and type of bulk membership pack you would like to purchase with your membership (if any):

5 additional memberships for \$750 (no discount)

10 additional memberships for \$1,350 (10% discount)

50+ additional memberships for \$100 per member (33% discount) (when purchased as a single block > 50 members)

10.3 Member Contact Information (all fields mandatory)

Company Name:

Company URL:

Company Address:

Street 1:

Street 2:

City, State, ZIP:

Country:

Primary Contact Name:

Primary Contact Email:

Primary Contact Phone:

Billing Contact Name (if different than primary):

Billing Contact Email:

Billing Contact Phone:

Billing Contact Address (if different than primary):

Street 1:

Street 2:

City, State, ZIP:

Country:

10.4 Signing Instructions

On behalf of the Signatory applying for Membership

If you are signing this Agreement on behalf of a corporation, employer, partnership, or similar legal entity, ensure that the individual signing this Agreement is authorized to enter the Entity into such Agreements.

By: _____
(Authorized Signature)

(Printed name of person signing above)

Date signed: _____

On behalf of IDPro

By: _____
(Authorized Signature)

(Printed name of person signing above)

Date signed: _____