

**CULedger, LLC**  
**MemberPass Trust Registry™**  
**Agreement**

This CULedger MemberPass Trust Registry™ (“MPTR”) Agreement (the “Agreement”) is a binding agreement between CULedger, LLC (“CULedger”) and the Credit Union entering into this Agreement (“Credit Union”).

CULEDGER PROVIDES THE SERVICES UNDER THIS AGREEMENT SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ATTACHED SCHEDULE A AND ON THE CONDITION THAT CREDIT UNION ACCEPTS AND COMPLIES WITH THEM. BY EXECUTING BY ELECTRONIC SIGNATURE, CREDIT UNION (A) BY CLICKING THE “ACCEPT” BUTTON, CREDIT UNION ACCEPTS THIS AGREEMENT AND AGREES THAT IT IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENTS AND WARRANTS THAT THE PERSON EXECUTES THIS AGREEMENT HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CREDIT UNION AND BIND CREDIT UNION TO ITS TERMS. IF CREDIT UNION DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CULEDGER WILL NOT AND DOES NOT AGREE TO DELIVER SERVICES TO CREDIT UNION UNDER THIS AGREEMENT AND CREDIT UNION MUST NOT PROCEED TO TAKE ANY STEPS TO USE THE SERVICES.

In consideration of the mutual covenants, terms and conditions set forth in this Agreement, the parties agree as follows:

**1. Definitions.** In addition to the terms defined in this body of this Agreement, the following definitions apply:

“**Access Credentials**” means any MemberPass™ credential, Credit Union legal entity name, routing number, user-name, identification number, password, PIN or other security code used to verify an individual’s identity and authorization to access the “MPTR”.

“**Certification**” or “**Certified**” means creation and registration of Credit Union’s Digital Identification for use with their platforms to complete the issuing and verification of MemberPass™ service.

“**Credit Union Information**” means information provided by Credit Union to CULedger to enable CULedger to build a Decentralized Digital ID, as defined in Schedule A.

“**CULedger Materials**” means CULedger documentation, technology and infrastructure, and other information, data, documents, materials, and content that are provided or used by CULedger in connection with the Services.

“**Decentralized Digital Identification**” (**DID**) means the digital private key built on the Sovrin Network.

“**Holder**” means the individual or small business member that requests verifiable credentials from Issuers, holds them in a digital identity wallet and presents proofs of claims from one or more credentials when requested by verifiers (and approved by the Holder).

“**Intellectual Property Rights**” means rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Issuer**” means the Credit Union that is the source of the member credentials and issues them a MemberPass™. This is the digital membership pass which third parties can use to verify their members.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision, or any arbitrator, court or tribunal of competent jurisdiction.

“**Losses**” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees.

“**MemberPass™ Service Mark**” means a mark that the Credit Union will utilize to verify they are a MemberPass™ Issuer.

**“MemberPass™ Trust Network” or “MPTR”** means where two entities that have a MemberPass™ exchange credential, information or value on a peer-to-peer basis.

**“MemberPass Trust Registry™” or “MPTR”** is a MemberPass™ integrity protection program made up of credit unions that enables participants to ensure the authenticity of A MemberPass™ issuer. Also, described in Schedule A, including any updates, revisions, improvements and modifications of CULedger MPTR to which CULedger furnishes access as part of the Services.

**“Sovrin Network”** means the global distributed ledger designed exclusively to support digital trust networks and verifiable digital credentials.

**“Verifier”** means any person, organization, or thing that requests proofs from holders/provers of one or more claims from one or more verifiable credentials. If the Holder agrees, (and the Holder always has that choice), the Holder’s digital wallet will respond with a proof the Verifier can then verify.

**2. Performance by CULedger.** Subject to Credit Union’s compliance with the terms and conditions of this Agreement, CULedger agrees to provide the following to Credit Union:

2.1. Set Up and Certification. CULedger will build and set up the Credit Unions administrative and issuer information on the MPTR using Credit Union information entered by Credit Union in the webform to be provided at implementation.

2.2 Services. As defined in Schedule A.

2.3 Changes to MPTR. CULedger will process changes to the administrative data on the MPTR that are requested.

2.4 Changes to Services. CULedger reserves the right to make changes to the MPTR and CULedger may use materials and/or data that it deems necessary or useful. CULedger will notify Credit Union at least 30 days in advance of any change that would substantially impact Credit Union’s use of the MPTR unless such prior notice is not practicable (in which event, CULedger will notify Credit Union of such substantial change as soon as applicable).

2.6 Support. CULedger will provide Credit Union with access to CULedger’s support ticketing system for Credit Union to submit support tickets pertaining to the MPTR. Credit Union will submit support requests using the ticketing system. CULedger will respond to requests submitted by Credit Union by the end of the first business day after the day the support request was submitted. If the support request is due to an error or failure in the MPTR, CULedger will work to remedy the error. If the support request is due to any other cause, CULedger has no responsibility to remedy the issue and CULedger will notify Credit Union of this determination. If any act or omission by Credit Union results in the inoperability of the MPTR for Credit Union, CULedger will fix the problem at CULedger’s standard hourly rate. Credit Union agrees to pay invoices for such charges within 30 days after receipt.

2.7. Suspension or Termination of Services. CULedger may suspend or terminate the Services without obligation or liability, if (a) CULedger receives a judicial or other governmental demand or order, subpoena or law enforcement request that requires CULedger to do so; (b) CULedger receives a request to suspend or terminate the MPTR (c) Credit Union fails to comply with this Agreement in any material fashion; or (d) this Agreement expires or is terminated. Section 2.8 does not limit CULedger’s other rights or remedies at law, in equity or under this Agreement.

**3. Credit Union Obligations.** Credit Union shall (a) provide accurate and complete Credit Union information to CULedger on a timely basis, as described in Schedule A; (b) provide cooperation and assistance reasonably requested by CULedger on a timely basis to enable CULedger to set up and provide the MPTR to Credit Union; and (c) comply with all of its other obligations under this Agreement.

**4. Fees and Payment Terms.**

4.1 Annual Fee. Credit Union shall pay CULedger an annual fee for the Services for each year of the Term (the "Annual Fee"). The Annual Fee for the Initial Term is \$2,500.00. The Annual Fee for the Initial Term is due on the date Credit Union accepts this Agreement. The Annual Fee for the Initial Term and for each Renewal Term shall be due on the first day of the Renewal Term. Credit Union may pay the Annual Fee online at <https://www.memberpass.com/registry> with a credit card or by check upon receipt of an invoice, if requested by Credit Union, from CULedger. CULedger will not provide any work or Services under Section 2 until the Annual Fee for the Initial Term has been paid.

4.2. Fee Increases. CULedger may increase the Annual Fee or the Change Fee effective at the beginning of a Renewal Term by providing written notice to Credit Union at least 90 days prior to the commencement of the Renewal Term.

4.3 Taxes. All amounts payable by Credit Union under this Agreement are exclusive of taxes and similar assessments.

4.4 Late Payment. If Credit Union fails to make any payment when due then, in addition to all other remedies that may be available (a) CULedger may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (b) Credit Union shall reimburse CULedger for all costs incurred by CULedger in collecting any late payments or interest, including reasonable attorneys' fees, court costs and collection agency fees; and (c) if such failure continues for 30 days following written notice thereof, CULedger may suspend performance of the Services until all past due amounts and interest thereon have been paid.

## **5. Intellectual Property Rights.**

5.1 MPTR and CULedger Materials. All rights, title and interest in and to the MPTR and CULedger Materials, including all Intellectual Property Rights therein, are and will remain with CULedger. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to the Services or CULedger Materials, whether expressly, by implication, estoppel or otherwise.

5.2 Authorization Limitations and Restrictions. Credit Union shall not, and shall not permit any other person to, access or use the MPTR or CULedger Materials except as expressly permitted by this Agreement. Without limiting the foregoing, Credit Union shall not (a) copy, modify or create derivative works or improvements of the MPTR or CULedger Materials; (b) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the MPTR or CULedger Materials, in whole or in part; (c) bypass or breach any security device or protection used by the MPTR or CULedger Materials or access or use the MPTR or CULedger Materials other than through the proper use of valid Access Credentials.

## **6. Confidentiality.**

6.1 Confidential Information. In connection with this Agreement, each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. All CULedger Materials are the Confidential Information of CULedger.

6.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential

basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

6.3 Protection of Confidential Information. The Receiving Party, during the Term and thereafter, shall (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted by and subject to compliance with this subsection, disclose or permit access to Confidential Information other than to its employees and contractors who (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 6; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 6; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and (d) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section 6.

6.4 Compelled Disclosures. If the Receiving Party or any of its representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. In any event, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

## **7. Term and Termination**

7.1 Initial Term. The initial term of this Agreement commences on the date that Credit Union submits its information into the MPTR web portal and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect for one (1) year thereafter (the "Initial Term").

7.2 Renewal. This Agreement will automatically renew for successive 1-year terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least 60 days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.3 Termination. (a) In addition to any other express termination right in this Agreement, CULedger may terminate this Agreement, effective on written notice to Credit Union, if Credit Union: (i) fails to pay any amount when due hereunder, and such failure continues more than 30 days after CULedger's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 5 (Intellectual Property Rights) or Section 6 (Confidentiality). (b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

7.4 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 4, Section 5, Section 6, Section 7.4, Section 8.2, Section 9, Section 10, and Section 12.

## **8. Warranties**

8.1 CULedger Warranties. CULedger warrants to Credit Union that CULedger will perform the MPTR Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry CULedger ver. 10.10.19 4 standards for similar services.

8.2 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 8.1, ALL SERVICES AND CULEDGER MATERIALS ARE PROVIDED "AS IS" AND CULEDGER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND CULEDGER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CULEDGER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR CULEDGER MATERIALS WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE.

## 9. Indemnification.

9.1 CULedger Indemnification. CULedger shall indemnify, defend and hold harmless Credit Union and Credit Union's officers, directors, employees, and agents (each, a "Credit Union Indemnitee") from and against any and all Losses incurred by Credit Union arising out of or relating to any claim, suit, action or proceeding (each, an "Action") by a third party to the extent that such Losses arise from (a) an allegation in such Action that Credit Union's use of the Services in compliance with this Agreement infringes a U.S. Intellectual Property Right; provided, however that the foregoing obligation does not apply to any Action or Losses arising out of or relating to any (i) access to or use of the Services or CULedger Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by CULedger; (ii) modification of the Services or CULedger Materials other than (x) by or on behalf of CULedger or (y) with CULedger's written approval in accordance with CULedger's written specification; (iii) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Credit Union by or on behalf of CULedger; and (b) the gross negligence, or reckless or willful misconduct of CULedger in connection with the performance or nonperformance of the Services, except to the extent, if any, that such Losses were caused by Credit Union or a Credit Union Indemnitee; and (c) CULedger's violation of this Agreement.

9.2 Credit Union Indemnification. Credit Union shall indemnify, defend and hold harmless CULedger and CULedger's officers, directors, employees, agents, successors and assigns (each, a "CULedger Indemnitee") from and against any and all Losses incurred by such CULedger Indemnitee in connection with any Action by a third party to the extent that such Losses arise from (a) any materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Credit Union; and (b) the gross negligence, or reckless or willful misconduct of Credit Union or any third party on behalf of Credit Union, except to the extent, if any, that such Losses were caused by CULedger.

9.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

9.4 Mitigation. If any of the Services or CULedger Materials are, or in CULedger's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Credit Union's use of the Services or CULedger Materials is enjoined or threatened to be enjoined, CULedger may, at its option and sole cost and expense (a) obtain the right for Credit Union to continue to use the Services and CULedger Materials materially as contemplated by this Agreement; (b) modify or replace the Services and CULedger Materials, in whole or in part, to seek to make the Services and CULedger Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and CULedger Materials, as applicable, under this Agreement; or (c) by written notice to Credit Union, terminate this

Agreement and require Credit Union to immediately cease any use of the Services and CULedger Materials, and refund the unused portion of the Annual Fee to Credit Union.

THIS SECTION 9 SETS FORTH CREDIT UNION'S SOLE REMEDIES AND CULEDGER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND CULEDGER MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

## **10. Limitations of Liability.**

10.1 EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; OR (b) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE CULEDGER ver. 10.10.19 5 DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EITHER PARTY OR ANY OF ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CREDIT UNION TO CULEDGER DURING THE 12 MONTH PERIOD PRIOR TO THE ASSERTION OF THE FIRST CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.3 Exceptions. The exclusions and limitations in Sections 10.1 and 10.2 do not apply to a breach of Credit Union's or CULedger's respective obligations under Section 6 (Intellectual Property Rights), Section 7 (Confidentiality), or the obligations of a party under Section 9 (Indemnification). Instead, the total aggregate cap on monetary liability of each party in connection with all such breaches and obligations shall not exceed \$100,000.

**11. Force Majeure.** Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation), if the failure or delay is caused by any circumstances beyond such party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more.

## **12. Miscellaneous.**

12.1 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

12.2 Notices. Except as otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing and

addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 12.2:

If to CULedger:

CULedger, LLC

Attention: Jennifer Land, VP Operations & Administration

650 South Cherry St., Ste. 920, Denver, CO 80246

Jland@culedger.com

No Third-party Beneficiaries

If to Credit Union:

The address provided by Credit Union in the registration and setup information provided by Credit Union to CULedger.

Notices sent in accordance with this Section 12.2 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours (provided that notice sent by email shall be followed up with a notice sent by one of the other methods provided in this Section 12.2); and (d) on the 4th day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

12.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.4 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

12.5. This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable CULedger ver. 10.10.19 6 right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.6 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing, identified as such, and signed physically or electronically by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed physically or electronically by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12.7 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.8 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

12.9 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 5 (Intellectual Property Rights) or Section 6 (Confidentiality) would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such

breach or threatened breach, the other party will be entitled to equitable relief and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

12.10 Assignment. CULedger may assign or transfer its rights and delegate its obligations under this Agreement in its sole discretion without the consent of Credit Union, including without limitation in connection with a sale of all or a substantial portion of its assets or equity, whether by merger, reorganization, acquisition, sale or otherwise.

12.11 Attorneys' Fees. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

12.12 Marketing. Credit Union consents to CULedger's use Credit Union's name on CULedger's website and in marketing documentation for the sole purposes of identifying Credit Union as a user of the Service and to announce the launch of the Service by Credit Union.

12.13 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



## SCHEDULE A

### “SERVICES”

This Schedule A is a part of and incorporated into the MemberPass Trust Registry™ Agreement (the “Agreement”). Capitalized terms not defined in this Schedule A shall be defined as provided in the Agreement.

#### Description of Services

The MemberPass Trust Registry™ provides multiple capabilities for the credit union industry:

- Provides the definitive accredited register of bona fide members of the MemberPass™ Trust Network. This list is critical to allowing all participating organizations to be assured that parties can't misrepresent themselves.
- Presents key information about the Credit Unions that comprise the MemberPass™ Trust Network, including the public portion of their cryptographic identifiers, service listing, and administrative contact information.
- Provides public information about the Credit Union for use by external organizations that want to accept MemberPass™, including credit unions that want to accept MemberPass™ credentials from other organizations.
- Provide an inventory of services that are available via the MemberPass™ Trust Network and indicate which credit unions offer integration of those services. The initial service is authentication based, but CULedger is working to extend the list of available services.

The MemberPass Trust Registry™ Administration tool is used by Credit Unions to keep their key information up to date.

CULedger provides the following setup and maintenance processes for the Credit Union:

- Establishment of the Public Decentralized Identifier (Public DID) on the underlying Sovrin Network and the ability to rotate keys.
- Provision of two (2) copies of the Credit Union's MemberPass™ credential:
  - Public Credential: CULedger will host a credential intended for public consumption and viewing.
  - Private Credential: As a credit union begins issuing MemberPass™ credentials for members (consumer and small business) the Credit Union's MemberPass™ credential will be used to manage critical changes to the Credit Union's use of the MPTN.
- Initial creation and maintenance of the various credential definitions that will be used by the Credit Union for issuing credentials to members and organizations that they work with.
- Access to an Administration tool for authorized Credit Union representatives to make changes to key information that is maintained in the MemberPass Trust Registry™.