[Date] \_\_\_, 2019

**Re: Non-binding Letter of Intent**

\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**\_\_\_\_\_\_\_\_**”) is a \_\_\_\_\_\_\_\_\_\_ (corporation / LLC / non-profit / etc.) company, based in \_\_\_\_\_\_\_\_\_\_\_, providing \_\_\_\_\_\_\_\_\_\_\_\_ (services / goods information). The DID Alliance (the “**Alliance**”) is a non-profit organization dedicated to the creation and promotion of a new and better worldwide system for the management and use of digital identities and personal information. The Alliance is unique in its open interoperability with other distributed identity (DID) systems / Digital Address Providers (DAP) and its empowerment of the user as principal. The Alliance believes in ensuring greater security and privacy towards individuals, while providing trust and accountability in transactions. \_\_\_\_\_\_\_ and the Alliance are hereinafter referred individually as “Party” and collectively as “**Parties**”.

The Parties agree that this Letter of Intent (“**LOI**”) is non-binding and non-enforceable in nature as it is solely intended to provide a general framework to facilitate collaboration and cooperation between the Parties in matters of common interest. The Parties further agree to engage in further continuing discussions and negotiations in order to mutually establish concrete and detailed terms and conditions that may be used as a basis of a written agreement between the Parties (the “**Agreement**”) under which the Parties may enter into a business partnership or other business arrangement.

The key tasks and activities contemplated under this LOI include defining the Global Human Identity Framework. Specifically, the Parties intend to collaborate and contribute with each other with the objective towards establishing the agreed specification to create the ICANN for human identities, resulting in formalizing the governing structure, intellectual property rights and initial framework of the Alliance.

The Parties acknowledge that the Alliance’s announcement of the working group involving the Parties shall formally launch the collaborative technical specification work between the Parties. Specifically, the Parties agree that the collaborative work entails designing an end-to-end system while communicating and interacting with different organizations, agencies and entities that would help bring the specification as close to what is needed to meet the various market needs and requirements for different jurisdictions, geographical regions and markets.

The Parties agree that this LOI become effective on the date of execution by duly authorized representatives of the Parties. The Parties agree that the tasks and activities contained herein are to be engaged collaboratively between the Parties over the next six (6) months, after such time the Parties will determine if an Agreement may be appropriate. The Parties agree that in no event shall either Party have any liability to the other or to any third party based on any failure of the Parties to execute the Agreement. For avoidance of doubt, the Parties agree that consulting or professional services are not contemplated by this LOI, unless otherwise agreed in a mutually executed separate agreement or statement of work.

The Parties shall conduct and act in a manner of good faith in order to implement the tasks and activities contained herein. Each Party shall allocate appropriate staff and resources to support the tasks and activities contained herein. Notwithstanding the foregoing, each Party shall pay its own expenses incident to this LOI and the Agreement, including all fees and expenses of legal counsel and accountants, whether or not the transaction is completed, and any actions taken by either Party in reliance on this LOI shall be at such Party’s sole risk and expense.

The Parties agree that the each Party may reveal the fact that the Parties executed this LOI. However, at any time, the Parties may not disclose, share or reveal, directly or indirectly, about the content contained in this LOI or any confidential information to a third party without the other Party’s prior written consent. The Parties agree that any transactions between the Parties (including any information exchanged for the purpose to carry out the tasks and activities in this LOI) shall be deemed confidential information [subject to the terms of the Confidentiality and Nondisclosure Agreement executed between the Parties]. The Parties agree that any confidential information shall be used only for the purpose of performing the tasks and activities contained herein. The Parties agree that each Party’s duty to protect the other Party’s confidential information shall be in full force and effect, even after the termination or expiration of this LOI.

The Parties acknowledge this is a non-binding letter of intent, that either Party in its sole discretion may discontinue the collaboration at any time, and that the above adequately describes the Parties’ intentions for the expected collaboration.

**Agreed To:**

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| **\_\_\_\_\_\_\_\_\_\_\_\_**  **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **DID Alliance**  **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |