

EDM COUNCIL MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT (“Agreement”) is entered into between EDM Council, Inc., a Maryland nonstock company with offices located at 1 Liberty Plaza, 165 Broadway, New York, New York 10006 ("EDM Council" or “EDMC”) and the undersigned entity (“Member”).

Member agrees to be a Member of EDM Council on the following terms and conditions:

1. DEFINITIONS

1.1 **Affiliates** means an entity that directly or indirectly Controls, is Controlled by, or

is under common Control with another entity, so long as such Control exists.

1.2 **Bylaws** means the EDM Council bylaws, as in effect and as amended from time to time, a copy of which is posted on the EDM Council website: [www:EDMCOUNCIL.org](http://www.EDMCOUNCIL.org).

1.3 **Confidential Information** means non-public information marked as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature, provided by EDM Council or Member or on its behalf. Confidential Information shall not include information that: (i) is rightfully known to the recipient prior to its disclosure; or (ii) is released to any other person or entity (including governmental agencies) without restriction; or (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by the recipient from a non-Member.

1.5 **Control** means beneficial ownership of more than fifty percent (50%) of the voting power or equity in an entity.

1.6 **Effective Date** means the date upon which all parties have executed this Agreement.

1.7 **Good Standing** means the applicant has paid its membership dues and is not under any state, federal or international investigation that could in any way jeopardize its ability to do business and that the executive(s) acting on its behalf is (are) honest and respectable and possess(es) the proper skill, knowledge, integrity and experience generally expected of a competent executive in his or her respected industry.

1.8 **Intellectual Property and Covered Intellectual Property** mean all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, trade secrets, domain names, mask works, information and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in to and under any of the foregoing, and any and all such cases that are owned or used by the Company in the conduct of the Company’s business as now conducted and as presently proposed to be conducted.

1.9 **Member** means the undersigned Member.

1.10 **Members** mean all EDM Council Members, including Members who may become Members after the undersigned Member joins.

1.11 **Term** means the first full twelve months following the Effective Date and any renewal period thereafter.

2. MEMBERSHIP

2.1 **Membership Tier.** Subject to the terms and conditions of this Agreement and the Bylaws, Member agrees to be a Member of EDM Council in the tier designated on the signature page of this Agreement. Member's assignment to a tier is subject to a) the Member representing and warranting that the Member meets the specific qualifications for membership for the specific tier as set forth on the EDM Council Website, b) confirmation of eligibility of Membership by EDMC Management and 3) payment of the requisite tier fee. Nevertheless, Membership with the EDM Council is enterprise wide. All full time employees of the member firm and its wholly owned subsidiaries have full membership access and rights. Vendor subsidiaries of firms are not included in the parent membership and will need to apply for their own membership to the Council.

2.2 **Collaboration.** During the term of its membership in the EDM Council, the Member is encouraged to participate in various available EDM Council work groups to support the design, development, or application of products, services or guidelines that will advance Data Management and Analytics as a business opportunity and operational priority to advocate for the development and implementation of Standards, Best Practices and comprehensive training and certification programs.

2.3 **Member Benefits.** The Member shall be entitled to the benefits provided by this Agreement, the specific Tier Group benefits and entitlements as set forth in the specific Member Tier Group on the EDM Council website applicable to the Member and the benefits set forth in the EDM Council Bylaws and to the other benefits of such membership, as determined by the EDM Council Board.

2.4 **Use of Name.** The Member may publicly disclose that it is a Member of EDM Council. However, the Member may not identify any product or service as being sanctioned by, sponsored by or associated with EDM Council, unless in accordance with policies and procedures which may be established by EDM Council. The EDM Council shall have the right to include the Member's name in any lists of Members published by EDM Council and to announce that the Member has joined EDM Council.

2.5 **Affiliates.** The Member acknowledges and agrees that it and its Affiliates shall be treated for all purposes as one Member. To the extent the Member is entitled vote, the Member will be allotted one vote on all matters upon which the Member is entitled to vote. Member also acknowledges and agrees that Section 5 of this Agreement, entitled "Intellectual Property," binds Member and Member's Affiliates in accordance with its terms.

3. OBLIGATIONS OF MEMBERS

3.1 **Bylaws.** The Member has reviewed, hereby approves and agrees to abide by the Bylaws. Terms used in this Agreement have the same meaning as when the same terms are used in the Bylaws.

3.2 **Dues and Other Fees.** The Member shall pay annual dues, fees and other assessments applicable to its Tier class, as established from time to time by the EDM Council Board. Membership to the Council is provided on an annual basis. Membership renewals will be invoiced based on the anniversary date of the initial enrollment with dues to be paid within thirty (30) days. Non-payment of dues in a timely fashion may result in the termination of Membership after a deficiency notice is provided by the Company in accordance with Section 6 below.

3.3 **Expenses.** The Member shall bear its own costs and expenses for its participation in EDM Council, such as travel, employee compensation, and incidental expenses.

3.4 **Antitrust Policy.** The Member agrees to comply with all applicable antitrust laws pertaining to the Member's participation in EDM Council. Nothing in this Agreement shall be construed to require or permit conduct that violates any applicable antitrust law. Member consents to the disclosure of its name as a member of EDM Council, for the purpose of permitting EDM Council to invoke the protection of the National Cooperative Research and Production Act of 1993 (15 U.S.C. §§4301, et seq.)

4. CONFIDENTIAL INFORMATION

Confidential Information. EDM Council and Member and its Affiliates agree that Confidential Information is confidential and shall be maintained in confidence with at least the same degree of care and security that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. EDM Council and Member agree to take reasonable measures to protect the confidentiality of Confidential Information that it receives and, except as requested or permitted by the other, or as permitted in this Agreement, or as required by applicable law, statute, rule, regulation or professional standard, neither EDM Council nor Member will disclose Confidential Information to third parties, or use the Confidential Information for its own purposes, without the other Party's prior consent. Member and its Affiliates will neither disclose nor distribute Confidential Information, except as necessary for its employees or contractors (under a comparable confidentiality agreement restricting the contractor's right to use to be solely with respect to work done for the Member) with a need to know for the purpose of utilizing the EDM Council or Member's products or services. Any information incorporated into a particular revision of such documents, including any exhibits or attachments thereto, shall be permitted to be released upon agreement of the EDM Council. Any copies which are made will be marked "confidential," "proprietary" or with a similar legend as on the original. This obligation of confidentiality will expire three (3) years from the date of the disclosure to the Member. However, no Member or its Affiliates will be liable for the disclosure of any information that is:

(i) in the public domain other than by the recipient's breach of a duty of confidentiality; (ii) rightfully received from a third party without any obligation of confidentiality; or (iii) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; or

(iv) independently developed by employees or contractors of the recipient; or

(v) disclosed as required by law; or

(vi) made public by agreement of the EDM Council; or

(vii) inherently disclosed in the manufacture, marketing, sale or maintenance of a product or service.

The obligations of this Section shall survive termination of this Agreement.

4.1 Security and Privacy

EDM Council will comply with all Data Privacy, Data Security and Data Protection laws including but not limited to GDPR, (EU, UK) Information and Technology Acts (India), and CCPA, CDPA (USA) applicable to the Member's information provided by the Member to the Council. EDM Council's compliance requirements apply if the EDM Council exports and/or imports data, processes and/or sub-process data. The EDM Council will also ensure that any third-party the EDM Council utilizes to conduct web site and email operations and applications and/or to sub-process Member Data will also comply with all Data Privacy, Data Security and Data Protection laws applicable to the Member's information provided by the Member to the Council. Process or Processing means any operation or set of operations performed on Member Data, including storage, use, access and reading.

5. INTELLECTUAL PROPERTY

5.1. EDM Council's Property.

a) EDM Council's COVERED INTELLECTUAL PROPERTY: EDMC does not intend for the Member to create any Intellectual Property pursuant to this Agreement. Nevertheless, as an unintended, incidental result of Member's EDM Council membership, collaboration with other EDM Council Members, participation in EDM Council work groups, seminars, classes and/or symposiums or other like-minded teaching forums wherein EDMC Proprietary Data, including but not limited to information associated with EDM Council DCAM (Data Management Capability Assessment Model) , CDMC (Cloud Data Management Capability Framework), Data Ethics, FIBO (Financial Industry Business Ontology), and Knowledge Graph materials and courses and best practice frameworks, the Member may develop Intellectual Property relating to EDM Council's Intellectual Property and arising from Member's EDM Council membership; collectively, such intellectual property shall be "Covered Intellectual Property." All right, title and interest in and to any idea, invention, design or a useful article (whether the design is ornamental or otherwise), computer programs and related documentation, and other works of authorship, to the extent that such intellectual property relates constitutes Covered Intellectual Property and all components, provisions, versions, additions, amendments and supplements of each (collectively referred to herein as "Developments"), developed or produced by Member in

whole or in part during the term of this Agreement and otherwise constituting Covered Intellectual Property, whether or not such Developments are patentable, copyrightable or susceptible to other forms of protection, shall not be considered owned by Member and shall be considered works made for hire and shall be owned exclusively by EDMC. Member shall mark all Developments with EDMC's copyright or other proprietary notice as directed by the EDM Council and shall take all actions deemed necessary by EDMC to protect its rights therein. In the event that the Developments shall be deemed not to constitute works made for hire, or in the event that the Member should otherwise, by operation of law, be deemed to retain any rights to any Developments, Member hereby assigns to EDMC his entire right, title and interest in such Developments, whether or not such Developments are patentable, copyrightable or susceptible to other forms of protection, which Developments relate to, are developed from or arise out of your membership under this Agreement.

b) **EXCLUDED INTELLECTUAL PROPERTY:** EDMC acknowledges that Member may conduct business in related areas; consequently, Member may develop new Intellectual Property in related fields during its membership term; collectively, intellectual property that does not relate to DCAM, CDMC and FIBO specifically and/or that does not arise directly from Member's EDM Council's membership shall be "Excluded Intellectual Property." No Other License. No patent license, immunity or other right is granted under this Agreement by any Member or its Affiliates to any other Member or its Affiliates or to EDM Council, either directly or by implication, estoppel or otherwise, other than the agreements to grant licenses expressly set forth herein.

6. TERM AND TERMINATION

6.1 Term. Unless terminated as provided herein or terminated pursuant to the EDM Council Bylaws, this Agreement shall remain in full force and effect, renewing annually upon the Member's payment of dues. If Member fails to pay dues, Member will be notified as set forth in Section 6.3 below.

6.2 Termination by Member. Member may terminate Membership by giving notice in writing to the EDM Council President or COO. The Member's rights and privileges shall cease upon termination of Membership. Resignation does not entitle Member to a refund of paid membership dues or result in a forgiveness of any dues then outstanding to the Council. Member shall be obligated to pay dues, assessments, or fees which accrued prior to the effective date of termination.

6.3 Termination by EDM Council. EDM Council may terminate this Agreement on written notice, if Member breaches its obligation under this Agreement or under the Bylaws, provided EDM Council shall first give Member written notice and thirty (30) days' opportunity to cure the breach. Member shall be obligated to pay dues, assessments, or fees which accrued prior to the effective date of termination.

7. NO WARRANTY/LIMITATION OF LIABILITY/REPRESENTATION

7.1 NO WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL EDM COUNCIL POLICIES, PROCEDURES, SPECIFICATIONS, AND GUIDELINES PROVIDED OR RELEASED HEREUNDER TO EDM COUNCIL BY MEMBER OR ITS AFFILIATES OR TO MEMBER OR ITS AFFILIATES BY EDM COUNCIL OR FROM OR TO ANY OTHER MEMBERS OR SUCH OTHER MEMBERS' AFFILIATES, ARE PROVIDED AND RELEASED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY MEMBERS OR AFFILIATES OR EDM COUNCIL BE LIABLE TO OTHER MEMBERS OR AFFILIATES OR TO EDM COUNCIL FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR

CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. OTHER PROVISIONS

8.1 **No Transfer.** The Member may not transfer, assign or sublicense any of its rights or obligations under this Agreement without the prior written consent of EDM Council, except to its Affiliates so long as its Affiliate becomes a Member of EDM Council and affirmatively agrees to the provisions of this Agreement. Any attempted transfer in violation of this Section is null and void.

8.2 **Notice.** The Member designates a Primary Representative for the purpose of receiving notice under this Agreement. The Member may change the designated Primary Representative by written notice to EDM Council. If the Member fails to designate a Primary Representative, notice may be sent to the Member at its principal place of business address. Any notification made under this Agreement shall be deemed delivered on the next business day following it being sent by electronic mail, by facsimile, by express mail or by courier, or three (3) days after being sent first-class mail, postage prepaid, addressed to the Member's designated representative at the address provided. Notice of a breach of this Agreement and notice of termination of this Agreement shall be given both by express mail or by first class mail, postage prepaid, and, in addition, by electronic mail or by facsimile.

8.3 **No Joint Venture.** Nothing contained in this Agreement and no action taken by the Member shall be deemed to render the Member or its Affiliates an employee, agent or representative of EDM Council or any other Member or their Affiliates, or shall be deemed to create a partnership, joint venture or syndicate among or between any of the Members or their Affiliates or with EDM Council.

8.4 **Compliance with Laws .** The obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, pertaining to the Member's participation in EDM Council.

8.5 Governing Law. This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the State of New York, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction.

8.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect; and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision.

8.7 Amendments. This Agreement may be amended on a nondiscriminatory basis. The Member shall be given at least thirty (30) days' prior written notice of the effective date of an amendment, and amendments shall be prospective only. A Member shall be bound by a duly adopted amendment, unless it elects to terminate this Agreement and its membership in EDM Council.

8.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.9 Integration. This Agreement supersedes and replaces any and all prior representations, agreements and understandings relating to the Member's membership in EDM Council, except the Bylaws.

8.10 Authority. The Member represents and warrants that it is authorized to enter into this Agreement. The undersigned person represents and warrants that he/she is authorized to sign this Agreement on behalf of the Member.

9. EFFECTIVE DATE

9.1 This Agreement shall be effective when it is fully executed by the Parties.

ACCEPTED AND AGREED:

MEMBER:

By: _____ Printed Name : _____
Title: _____ Address: _____
Dated: _____ Membership Tier Class: _____ Facsimile
Number: _____

EDM COUNCIL, INC. By: _____ Printed Name
: _____ Title : _____
Dated: _____