

## AYRA ASSOCIATION MEMBERSHIP AGREEMENT

This agreement ("**Agreement**") is entered on the \_\_\_ day of \_\_\_\_\_, 2025 ("**Effective Date**") between the Ayra Association ("**Ayra**"), an association existing under the laws of the Swiss Confederation, and [insert counterparty name], a [insert entity type] existing under the laws of [insert jurisdiction], with its principal place of business at [insert address] (the "**Signatory**").

### RECITALS

- (a) The purpose of Ayra is to drive the growth of safe, secure, interoperable, and sustainable peer digital trust ecosystems that connect and enrich the digital world and specifically serve as the governing body for the Ayra Trust Network.
- (b) The Signatory has been approved for Membership in accordance with Ayra's admission procedures and hereby agrees to become a Member at the class of Membership set out in **Schedule B** and be subject to the rights and obligations set out in this Agreement.
- (c) The Parties wish to confirm the terms and conditions of membership in Ayra.

### 1. DEFINITIONS

- (a) "**Application Form**" means the form completed by applicants for Membership.
- (b) "**Articles**" means the articles of association of Ayra, including any draft or proposed versions relied upon by Ayra as part of its governance framework, and as may be adopted, amended, restated or replaced from time to time.
- (a) "**Bylaws**" means the bylaws of Ayra, including any draft or proposed versions relied upon by Ayra as part of its governance framework, and as may be adopted, amended, restated or replaced from time to time.
- (c) "**Confidential Information**" means information that is confidential to either Party as specified in section 4.1 of this Agreement.
- (a) "**Governing Documents**" means, collectively, the Articles and the Bylaws.
- (d) "**Member**" means a legal entity registered in a jurisdiction recognized by the United Nations that has been approved for Membership.
- (e) "**Membership**" means membership in Ayra, in either a voting or non-voting class of membership as specified in the Bylaws, comprising Ecosystem Members, Civil Society Members, Strategic Business Members, Associate Business Members, and Government Liaison Members.
- (f) "**Party**" means one of Ayra or Signatory, and "**Parties**" means both Ayra and Signatory.

## **2. ARTICLES AND BYLAWS INCORPORATED BY REFERENCE**

### **2.1. Acknowledgement and Representations**

The Governing Documents are hereby incorporated by reference into this Agreement as if fully set forth herein. The most recent version of the Governing Documents is available at [<https://governance.ayra.forum/governance-artifacts>], as updated from time to time by Ayra in accordance with its procedures.

The Signatory represents and warrants that they have received or been provided access to the most recent copy of the Governing Documents and have reviewed them prior to entering into this Agreement.

The Signatory hereby acknowledges, accepts, and agrees to abide by the obligations set forth in this Agreement and the Governing Documents as in effect on the Effective Date and as they may be adopted, amended, restated or replaced from time to time. Any such changes to the Governing Documents shall apply automatically to the Signatory without the need for further consent, except as required by law.

### **2.2. Precedence**

In the event of any conflict or inconsistency between the provisions of this Agreement and the Governing Documents, the Governing Documents shall govern and supersede the provisions of this Agreement to the extent of the conflict, insofar as permitted by law.

### **2.3. References to the Bylaws**

References in this Agreement to any section of the Bylaws shall be deemed to refer to the corresponding or substantively equivalent provision of any adopted, amended, restated or replaced version thereof.

## **3. MEMBERSHIP**

### **3.1. Membership Terms**

The Parties agree that the rights, obligations, and classifications of Membership are set forth collectively in the sections of this Agreement and in the Governing Documents, including but not limited to section 2 of the Bylaws which specifies and contains provisions on Member Classes, Membership Rights and Obligations, Affiliates of Members, Admission Procedure to Ayra, Termination of Membership, and Membership Fees and Dues, and that the terms and conditions of Membership are not reproduced in full in the sections of this Agreement to avoid unnecessary duplication.

### **3.2. Compliance with Policies**

As it pertains to their activities with Ayra, the Signatory agrees to abide by, and shall have all applicable rights and obligations as set forth in, the Bylaws, the Controlled Documents (as defined in the Bylaws), and any and all additional policies, procedures or governance rules relied upon by Ayra as part of its governance framework, including draft or proposed versions,

and as may be adopted, amended, restated, supplemented or replaced from time to time in accordance with the Bylaws.

### **3.3. Membership and Dues**

Signatory's Membership rights and responsibilities shall commence on the later of the Effective Date and the receipt by Ayra of the Signatory's Membership dues (the "**Dues**"). The Dues and the term of coverage for the Dues payable by the Signatory are set out in **Schedule B**.

If the Signatory is delinquent in the payment or submission of Dues, their Membership rights, including all voting rights, shall be deemed revoked in accordance with section 2.5 of the Bylaws. No refund of Dues shall occur in the event of termination, withdrawal, expulsion or suspension of Membership, unless otherwise set out in this Agreement.

### **3.4. Use of Name and Logo**

Unless otherwise agreed, Ayra may use the Signatory's organization name and logo anywhere where, and in a consistent manner as, similar Members' names and logos are displayed. Any use of the Signatory's logo shall be subject to the then current logo and trademark usage guidelines of the Signatory. Ayra may decline to display the Signatory's organization logo if it, in its sole discretion, determines that it cannot reasonably meet the requirements of the Signatory's logo and trademark usage guidelines.

Additionally, the Signatory agrees to comply with section 2.2 of the Bylaws in its use of any Ayra names, logos, or trademarks.

### **3.5. Obligations on Termination**

After the Signatory's Membership has terminated in accordance with section 2.5 of the Bylaws, this Agreement shall terminate, except for the following sections of this Agreement that shall survive and remain in effect: Sections 3.4, 3.5, 4.3, 4.4, 5 and 6 of this Agreement. In addition, the Signatory shall remain bound by any obligations set forth in section 2.5 of the Bylaws.

## **4. CONFIDENTIAL INFORMATION**

### **4.1. Confidential Information**

Confidential Information for Ayra shall include all materials generated by Ayra and the GAN Formation Corporation ("**GAN**") on behalf of the mandate of Ayra and GAN that are specifically designated as confidential, including any written materials, working group mailing lists and minutes provided under this Agreement. Confidential Information for the Signatory shall include all materials and information provided by the Signatory to GAN and Ayra that are specifically designated as confidential.

Notwithstanding the above, a disclosing Party's Confidential Information will not include any information that is (a) rightfully in the public domain other than by a breach of a duty to the disclosing Party; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the receiving Party without any limitation on use or disclosure prior to its receipt from the disclosing Party; (d) independently developed by

employees of the receiving Party; (e) generally made available to third parties by the disclosing Party without restriction on disclosure; or (f) disclosed in furtherance of an order to disclose issued by a court of proper jurisdiction; provided, however, in such instance, the receiving Party will provide prompt notice to the disclosing Party in order to facilitate the disclosing Party's legal remedies.

#### **4.2. Use of Confidential Information**

Ayra may use disclosed Confidential Information in connection with its activities. In connection with activities related to this Agreement, the Signatory may use disclosed Confidential Information and disclose such Confidential Information to any other Member.

#### **4.3. Confidentiality Obligations**

Each Party will maintain all the disclosing Party's Confidential Information in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances and will not use, disclose or copy the disclosing Party's Confidential Information except as necessary for its employees with a need to know. The receiving Party will retain all confidentiality and ownership/copyright markings on the disclosing Party's materials. Unless the Parties agree otherwise, this obligation of confidentiality will continue during the term of this Agreement and thereafter.

#### **4.4. Return of Confidential Information**

Upon request or upon termination of this Agreement, each Party shall promptly either return to the disclosing Party all of such Party's Confidential Information or shall destroy all tangible copies of the disclosing Party's Confidential Information in its possession. Notwithstanding the foregoing, (i) the obligation to return or destroy Confidential Information, which is in electronic form and by its nature cannot be returned or destroyed ("**Electronic Data**") will not apply to such Electronic Data provided that the receiving Party and any person to whom Electronic Data is disclosed under the terms of this Agreement agrees with the receiving Party not to access such Electronic Data or permit any other person to access such Electronic Data; and (ii) the obligation to return or destroy Confidential Information will not apply to such Confidential Information that is required to be retained by the receiving Party pursuant to any applicable law or regulation or by an order of a competent judicial, legislative or regulatory body or authority.

### **5. WARRANTIES AND LIMITATION OF LIABILITY**

#### **5.1. No Warranty**

The Parties acknowledge that all information provided under this Agreement is provided "as is" with no warranties or conditions whatsoever, whether express, implied, statutory, or otherwise, and the Parties expressly disclaim any warranty or condition of merchantability, security, satisfactory quality, noninfringement including non-infringement of third party intellectual property rights, or fitness for any particular purpose.

## **5.2. Limitation of Liability**

In no event will either Party be liable to the other Party for any incidental, consequential, indirect, special or exemplary damages, whether under contract, tort, warranty, condition or otherwise, arising in any way in relation to this or any other related agreement, whether or not such Party had advance notice of the possibility of such damages. Except in cases of gross negligence, fraud or wilful misconduct, the total liability of each Party to the other Party pursuant to the terms of this Agreement shall be equal to the total of the amount of Dues paid by the Signatory and the fair market value of any in-kind contributions made the Signatory.

## **6. GENERAL**

### **6.1. Authority to Execute Agreement**

The Signatory hereby represents, warrants and covenants to Ayra that (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Signatory is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Signatory, enforceable in accordance with its terms.

### **6.2. No Other Rights**

No license, rights or title in or to any intellectual property are provided hereunder, either expressly or by implication, estoppel or otherwise, except as expressly provided in this Agreement.

### **6.3. Governing Law**

This Agreement shall be made and construed in accordance with the laws of the Swiss Confederation, excluding its conflict of laws rules. Subject to the arbitration provision set out in section 6.14 herein, in the event of any dispute or other proceeding in respect of this Agreement or any relationship arising between the Parties under this Agreement, the parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of the Swiss Confederation.

### **6.4. Notice**

Any notices required or permitted to be given hereunder shall be in writing and shall be delivered personally (including by prepaid courier) or by electronic mail to the Signatory at the address and electronic mail address provided in the Signatory's Application Form.

If to Ayra:

Ayra Association  
Kanzleistrasse 18, 8004  
Zurich, Switzerland  
Attention: Darrell O'Donnell  
Email Address: darrell.odonnell@ayra.forum

or at any such other address or addresses as may be given by any of them to the other in writing from time to time. Such notices shall be deemed to have been given on the date of actual delivery or the date of sending an email, as applicable.

#### **6.5. Non-Waiver**

No waiver by either Party of any breach by the other Party of any of that Party's covenants, obligations and agreements hereunder shall be a waiver of any subsequent breach by the other Party of any covenant, obligation or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

#### **6.6. Unenforceability of Provisions**

If any clause, condition or term, or any part thereof, contained in this Agreement be unenforceable or prohibited by law, then such clause, condition, term or part thereof, shall be amended, and is hereby amended, so as to be in compliance with the said legislation or law but if such clause, condition or term or part thereof cannot be amended so as to be in compliance with any such legislation or law then such clause, condition, term or part thereof is severable from this Agreement, and all the rest of the clauses, terms and conditions or parts thereof contained in this Agreement shall continue in full force.

#### **6.7. Relationship**

Nothing herein shall be construed so as to constitute the Signatory as a partner, employee, joint venturer, franchisee, agent or representative of Ayra for any purpose whatsoever. The Signatory shall not engage in any conduct which might create the impression or inference that the Signatory is a partner, employee, joint venturer, franchisee, agent or representative of Ayra. The Signatory shall be solely responsible for the discharge of its obligations and liabilities to third parties and shall have no right to indemnity or contribution from Ayra in respect thereof. Neither Party has any right to contract or incur any obligations or liabilities of any kind in the name of, on behalf of, or chargeable against the other Party, its agents or employees. The Signatory shall be solely responsible for all expenses incurred by it in performing its covenants and obligations hereunder.

#### **6.8. Compliance With Local Laws**

Each Party hereto shall perform its covenants and obligations hereunder in full compliance with all local laws and regulations that are applicable to such Party.

#### **6.9. No Assignment or Sub-Contracting**

The Signatory may not assign this Agreement or sub-contract any of its covenants or obligations hereunder without the prior written consent of Ayra, and such consent may be arbitrarily withheld. For the purpose of this Agreement, an assignment includes a change of voting control of the Signatory or of any entity which currently controls the Signatory.

#### **6.10. Amendment**

Except as otherwise provided herein, no amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorized representatives of both Parties.

#### **6.11. Enurement**

This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

#### **6.12. Language**

All communications made pursuant to or in connection with this Agreement shall be in English. If this Agreement is translated into a language other than English, the English version shall control its interpretation.

#### **6.13. Entire Agreement**

This Agreement and the Application Form constitute the entire agreement between the Parties, replaces and supersedes any prior agreement between the Parties and any related entities pertaining to the subject matter herein and there are no other covenants, representations, conditions or agreements between the Parties other than as expressly set out herein.

#### **6.14. Arbitration**

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration under the Swiss Rules of International Arbitration of the Swiss Arbitration Centre. The panel shall consist of one arbitrator and the appointing authority shall be the Swiss Arbitration Centre. The language of the arbitration shall be English. The place of arbitration shall be Zurich, Switzerland. The decision of the arbitrator shall be binding upon both parties and no appeal shall lie therefrom. Notwithstanding the above arbitration provision, nothing herein shall preclude either party from applying to a court of competent jurisdiction for an order enjoining any activity by the other party pending the hearing of the arbitration.

#### **6.15. Counterparts**

This agreement may be signed in counterparts and, when taken together, the counterparts signed by all Parties shall constitute one and the same instrument.

#### **6.16. Authority to Sign**

The person signing on behalf of the Signatory hereby represents and warrants that they have the full legal authority to bind the Signatory to the terms of this Agreement.

*Signature Page Follows*

## MEMBERSHIP AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF this Agreement has been duly executed and delivered by the parties hereto, to have effect as of the Effective Date.

### AYRA ASSOCIATION

Signature:

Name: Darrell O'Donnell

Title: Executive Director

**[insert Signatory name]**

Signature:

Name:

Title:



## **Schedule A**

### **Termination of GAN Membership and Application of Dues Credit**

- (a) The Ayra Association is the successor organization to the GAN Formation Corporation, a benefit corporation existing under the laws of the Province of British Columbia in Canada. The Signatory entered into an agreement with GAN on [REDACTED] to become a member of GAN ("**Initial Membership Agreement**") with the understanding that once the successor organization to GAN is set up and operating, the Initial Membership Agreement would be terminated and the Signatory's membership rights and obligations would be transferred to GAN's successor organization.
- (b) By entering into this Agreement, the Parties acknowledge and agree that the Initial Membership Agreement is hereby terminated in its entirety, and that all membership rights and obligations shall henceforth be governed exclusively by this Agreement and the Governing Documents of Ayra.
- (c) The Parties agree that the portion of the dues previously paid by the Signatory under the Initial Membership Agreement that is unused as of the Effective Date shall be recognized as a financial credit ("**Credit**"). The Credit shall be calculated on a straight line basis and shall be applied directly against the Membership Dues payable by the Signatory under this Agreement. The net Membership Dues remaining payable, if any, shall be invoiced to the Signatory by Ayra ("**Adjusted Dues**").

**Schedule B**  
**Signatory Membership Information**

<b>Member Name</b>	<b>Membership Term</b>	<b>Membership Class</b>	<b>Dues</b> (in US dollars)	<b>Credit</b> (for ___ months previous paid dues)	<b>Total Fees</b> ( Dues less Credit)
[ ]	___ to ___; membership renews annually thereafter.	[ ]	(\$___ USD)	(\$___ USD)	(\$___ USD)