

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| | |
|------------------------------------------------------|--------------------------------|
| 1. Name of Registrant RAM Identity Strategies LLC | 2. Registration Number 6802 |
|------------------------------------------------------|--------------------------------|

3. Primary Address of Registrant
 3029 Dogwood St NW, Washington, DC 20015

| | |
|------------------------------------------------------|-------------------------------------------------------------------------------------|
| 4. Name of Foreign Principal Biometrics Institute | 5. Address of Foreign Principal 66 Prescot St London UNITED KINGDOM E1 8NN |
| 6. Country/Region Represented AUSTRALIA | |

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

| | |
|-------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) <u>N/A</u> |

Individual-State nationality N/A

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 N/A

b) Name and title of official with whom registrant engages
 N/A

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of foreign political party

N/A

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Promoting the responsible and ethical use of biometrics and biometric analytics and serving as an independent and impartial international forum for biometric users and other interested parties.

b) Is this foreign principal:

| | |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b)(6): Certain board members are foreign government officials (Australia, United Kingdom, New Zealand, and The Netherlands) whose membership fees are paid from respective public sources.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

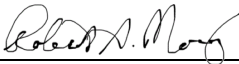
Board of Directors and members

U.S. Department of Justice

Registration Statement

Washington, DC 20530

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date | Printed Name | Signature |
|-----------|----------------|------------------------------------------------------------------------------------|
| 3/19/2020 | Robert A Mocny |  |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| | |
|------------------------------------------------------|--------------------------------|
| 1. Name of Registrant RAM Identity Strategies LLC | 2. Registration Number 6802 |
|------------------------------------------------------|--------------------------------|

3. Name of Foreign Principal
 Biometrics Institute

Check Appropriate Box:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 03/15/2020

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Consulting services related to and necessary for developing an institutional presence and operations in the United States.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix 9 for response.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

N/A

11. Prior to the date of registration² for this foreign principal did the registrant engage in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities.

N/A

Set forth below in the required detail the registrant's political activities.

| Date | Contact | Method | Purpose |
|------|---------|--------|---------|
| N/A | N/A | N/A | N/A |

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

| Date Received | From Whom | Purpose | Amount/Thing of Value |
|---------------|-----------|---------|-----------------------|
| N/A | N/A | N/A | N/A |

Total: N/A

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes No

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

| Date | To Whom | Purpose | Amount |
|------|---------|---------|--------|
| N/A | N/A | N/A | N/A |

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

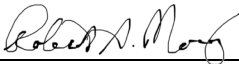
| Date | Printed Name | Signature |
|------------|--------------|-----------------|
| 03/19/2020 | Robert Mocny | /s/Robert Mocny |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

U.S. Department of Justice

Registration Statement

Washington, DC 20530

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date | Printed Name | Signature |
|-----------|-----------------|------------------------------------------------------------------------------------|
| 3/19/2020 | Robert A Moczyn |  |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Response to Item 9

Question 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal

Develop thought leadership and guidance for the responsible use of biometrics

- Identify and document gaps and barriers that challenge biometric implementation
- Scope and recommend action to address these barriers, based on best practices
- Conduct advocacy and awareness building on responsible use of biometrics.
- Represent the Principal at professional meetings and events
- Develop a strategic advocacy plan
- Membership development and outreach to interested organizational and individual stakeholders

DATED

13/03/2020

CONSULTANCY AGREEMENT

between

BIOMETRICS INSTITUTE

and

RAM IDENTITY STRATEGIES LLC

CONTENTS

CLAUSE

| | | |
|-----|----------------------------------|-------------------------------------|
| 1. | Interpretation | 1 |
| 2. | Term of engagement..... | 3 |
| 3. | Duties and obligations | 3 |
| 4. | Fees | 5 |
| 5. | Expenses..... | 5 |
| 6. | Other activities | 6 |
| 7. | Confidential information | 6 |
| 8. | Data protection | 6 |
| 9. | Intellectual property | 7 |
| 10. | Insurance and liability | 9 |
| 11. | Termination | 9 |
| 12. | Obligations on termination | 10 |
| 13. | Status | 10 |
| 14. | Notices..... | 11 |
| 15. | Entire agreement..... | 11 |
| 16. | Variation..... | 12 |
| 17. | Counterparts | 12 |
| 18. | Third party rights..... | 12 |
| 19. | Governing law | 12 |
| 20. | Jurisdiction | Error! Bookmark not defined. |

SCHEDULE

| | | |
|----------|---------------|----|
| SCHEDULE | SERVICES..... | 14 |
|----------|---------------|----|

THIS AGREEMENT is dated [DATE]

PARTIES

- (1) BIOMETRICS INSTITUTE LIMITED incorporated and registered in England and Wales with company number 7717293 whose registered office is at 66 Prescott Street, London E1 8NN (**Company**).
- (2) RAM IDENTITY STRATEGIES LLC, organized and registered in the District of Columbia, United States, Federal EIN 84-4821240, with offices at 3029 Dogwood St. NW, Washington, DC 20015, (**Consultant**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

1.1 Definitions:

Board: the board of directors of the Company (including any committee of the board duly appointed by it).

Business of the Company: The promotion of the responsible use of biometrics in an international forum and the organisation of biometrics events.

Business Opportunities: any opportunities which the Consultant becomes aware of during the Engagement which relate to the Business of the Company or which the Board reasonably considers might be of benefit to the Company.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date: 15 March 2020

Company Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Company or its customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the Company during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Company or the Consultant's computer systems or other electronic equipment during the Engagement.

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the Business of the Company or any of its suppliers, customers, agents, distributors,

shareholders, management or business contacts, and including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with his Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Engagement: the engagement of the Consultant by the Company on the terms of this agreement.

Intellectual Property Rights: patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Services: the services provided by the Consultant in a consultancy capacity for the Company as more particularly described in the 0.

Termination Date: 30 June 2020

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2. TERM OF ENGAGEMENT

2.1 The Company shall engage the Consultant and the Consultant shall provide the Services on the terms of this agreement.

2.2 The Engagement shall be deemed to have commenced on the Commencement Date and shall continue unless and until terminated:

- (a) as provided by the terms of this agreement; or
- (b) by either party giving to the other not less than 4 weeks' prior written notice.

3. TITLE

3.1 For the term of the Engagement, the Consultant shall bear the title of 'Strategic Adviser, North America'.

4. DUTIES AND OBLIGATIONS

4.1 During the Engagement the Consultant shall:

- (a) provide the Services with all due care, skill and ability and use his best endeavours to promote the interests of the Company;
- (b) unless prevented by ill health or accident, devote no more than 16 hours in any given week from the Commencement Date to the Termination Date to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance but not without prior notice by either party; and
- (c) promptly give to the Company all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of the Company.
- (d) agree to periodic review and assessment, as determined by the Company, in relation to the performance of the Services and associated deliverables.

4.2 If the Consultant is unable to provide the Services due to illness or injury, the Consultant shall advise the Company of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 5 in respect of any period during which the Services are not provided.

4.3 The Consultant shall use reasonable endeavours to ensure that he is available at the agreed times on reasonable notice to provide such assistance or information as the Company may require.

4.4 Unless he has been specifically authorised to do so by the Company in writing, the Consultant shall not:

- (a) have any authority to incur any expenditure in the name of or for the account of the Company; or
 - (b) hold himself out as having authority to bind the Company.

- 4.5 The Consultant undertakes to the Company that during the Engagement he shall take all reasonable steps to offer (or cause to be offered) to the Company any Business Opportunities as soon as practicable after the same shall have come to his knowledge and in any event before the same shall have been offered by the Consultant (or caused by the Consultant to be offered) to any other party.

- 4.6 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
 - (a) the Company will not be liable to bear the cost of such functions; and
 - (b) at the Company's request the third party shall be required to enter into direct undertakings with the Company, including with regard to confidentiality.

- 4.7 The Consultant shall:
 - (a) comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**)
 - (b) also comply with all relevant US laws and regulations, including, but not limited to the Foreign Agents Registration Act (FARA), and the Lobbying Disclosure Act (LDA), as applicable, and all relevant US laws and regulations concerning anti-corruption and anti-bribery, including, but not limited to the Foreign Corrupt Practices Act of 1977 (FCPA), and Money Laundering Control Act of 1986, and related statutes;
 - (c) further comply with other statutory and ethical requirements, including 18 U.S.C. § 207(c) and (f) (Restrictions on former officers, employees, and elected officials of the executive and legislative branches);
 - (d) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this agreement;
 - (e) ensure that all persons associated with the Consultant or other persons who are performing services in connection with this agreement comply with this clause; and

- 4.8 Failure to comply with clause 4.7 may result in the immediate termination of this agreement.

5. FEES

- 5.1 The Company shall pay the Consultant a fee of US\$700 per day inclusive of any applicable sales tax and assuming a standard 8-hour working day. The Consultant is expected to work ^{up to} ~~an average~~ of two days per week. This fee excludes any reasonable and pre-agreed expenses. The maximum total contract value is set at US\$23,800 unless otherwise pre-agreed between the Consultant and Company. On the last working day of each month during the Engagement the Consultant shall submit to the Company an invoice which gives details of the days/ hours the Consultant has worked during the month, the Services provided and the amount of the fee payable for the Services during that month.
- 5.2 The Consultant agrees to provide working hours at the equivalent of a full 8-hour working day in exchange for membership of the Company. The category of membership will be that of a 'Small Supplier'. The term of the membership will equate to 12 months with an effective start date of 1 March 2020.
- 5.3 In consideration of the provision of the Services during the Engagement, the Company shall pay each invoice submitted by the Consultant in accordance with clause 5.1 within 10 days of receipt.
- 5.4 The Company shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Company at any time.
- 5.5 Payment in full or in part of the fees claimed under clause 5 shall be without prejudice to any claims or rights of the Company against the Consultant in respect of the provision of the Services.
- 5.6 The Consultant will be responsible for all income and other tax liabilities or similar contributions relating to the Fees and the Consultant will indemnify the Company in respect of any such payments required to be made by the Client.

6. EXPENSES

- 6.1 The Consultant shall bear his own expenses incurred in the course of the Engagement, aside from those set out in the Schedule.
- 6.2 If the Consultant is required to travel in the course of the Engagement they shall be responsible for any necessary insurances, inoculations and immigration requirements but can claim pre-agreed travel expenses

7. OTHER ACTIVITIES

Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

- (a) such activity does not cause a breach of any of the Consultant's obligations under this agreement;
- (b) the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business of the Company without the prior written consent of the Company; and
- (c) the Consultant shall give priority to the provision of the Services to the Company over any other business activities undertaken by the Consultant during the course of the Engagement.

8. CONFIDENTIAL INFORMATION

8.1 The Consultant acknowledges that in the course of the Engagement he will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 8.

8.2 The Consultant shall not (except in the proper course of his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Company or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

8.3 At any stage during the Engagement, the Consultant will promptly on request return all and any Company Property in his possession to the Company.

9. DATA PROTECTION

9.1 The Consultant consents to the Company holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Consultant including, as appropriate:

- (a) information about the Consultant's physical or mental health or condition in order to monitor sickness absence;
- (b) the Consultant's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;

- (c) information relating to any criminal proceedings in which the Consultant has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties; and
- 9.2 The Consultant consents to the Company making such information available to those who provide products or services to the Company such as advisers, regulatory authorities, governmental or quasi governmental organisations and potential purchasers of the Company [or the Group] or any part of its business.
- 9.3 The Consultant consents to the transfer of such information to the Company's business contacts outside the European Economic Area in order to further its business interests.
- 9.4 The Consultant shall comply with the Company's data protection policy and relevant obligations under the Data Protection Act 1998 and associated codes of practice when processing personal data relating to any employee, worker, customer, Company, supplier or agent of the Company.

10. INTELLECTUAL PROPERTY

- 10.1 The Consultant hereby assigns to the Company all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the Company.
- 10.2 The Consultant undertakes:
 - (a) to notify to the Company in writing full details of any Inventions promptly on their creation;
 - (b) to keep confidential details of all Inventions;
 - (c) whenever requested to do so by the Company and in any event on the termination of the Engagement, promptly to deliver to the Company all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in his possession, custody or power;
 - (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Company; and
 - (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Company.
- 10.3 The Consultant warrants to the Company that:

- (a) he has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
 - (b) he is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
 - (c) the use of the Works or the Intellectual Property Rights in the Works by the Company will not infringe the rights of any third party.

- 10.4 The Consultant agrees to indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Company, or for which the Company may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant to the Company during the course of providing the Services. The Consultant shall maintain adequate liability insurance coverage and ensure that the Company's interest is noted on the policy, and shall supply a copy of the policy to the Company on request. The Company may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

- 10.5 The Consultant waives any moral rights in the Works to which he is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials infringes the Consultant's moral rights.

- 10.6 The Consultant acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this agreement are due or may become due to the Consultant in respect of the performance of his obligations under this clause 10.

- 10.7 The Consultant undertakes, at the expense of the Company, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Company, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the Company and to defend the Company against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.

- 10.8 The Consultant irrevocably appoints the Company to be his attorney in his name and on his behalf to execute documents, use the Consultant's name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause.

11. INSURANCE AND LIABILITY

- 11.1 The Consultant shall have personal liability for and shall indemnify the Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive insurance policies.
- 11.2 The Consultant shall ensure that the insurance policies are taken out with reputable insurers acceptable to the Company and that the level of cover and other terms of insurance are acceptable to and agreed by the Company.
- 11.3 The Consultant shall on request supply to the Company copies of such insurance policies and evidence that the relevant premiums have been paid.
- 11.4 The Consultant shall notify the insurers of the Company's interest and shall cause the interest to be noted on the Insurance Policies.
- 11.5 The Consultant shall comply with all terms and conditions of the insurance policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the insurance policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify the Company without delay.

12. TERMINATION

- 12.1 Notwithstanding the provisions of clause 2.2, the Company may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:
- (a) commits any gross misconduct affecting the Business of the Company;
 - (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company;
 - (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - (d) is in the reasonable opinion of the Board negligent or incompetent in the performance of the Services;
 - (e) is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;

- (f) is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 30 days in any 26-week consecutive period;
- (g) commits any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Consultant or the Company into disrepute or is materially adverse to the interests of the Company;
- (h) commits any breach of the Company's policies and procedures; or
- (i) commits any offence under the Bribery Act 2010.

12.2 The rights of the Company under clause 12.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver of these rights.

13. OBLIGATIONS ON TERMINATION

On the Termination Date the Consultant shall:

- (a) immediately deliver to the Company all Company Property and original Confidential Information in his possession or under his control;
- (b) irretrievably delete any information relating to the Business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of the Company. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and
- (c) provide a signed statement that he has complied fully with his obligations under this clause 13, together with such evidence of compliance as the Company may reasonably request.

14. STATUS

14.1 The relationship of the Consultant to the Company will be that of independent contractor and nothing in this agreement shall render him an employee, worker, agent or partner of the Company and the Consultant shall not hold himself out as such.

14.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Company for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or

made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against the Company arising out of or in connection with the provision of the Services.

14.3 The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

15. NOTICES

15.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business (if a company) or (in the case of the Consultant) his last known address.

15.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. ENTIRE AGREEMENT

16.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

16.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

16.4 Nothing in this clause shall limit or exclude any liability for fraud.

17. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed [and delivered], shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19. THIRD PARTY RIGHTS

19.1 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

19.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

20. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

21. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

22. GENERAL PROVISIONS

22.1 Language: All communications made or notices given pursuant to this Agreement shall be in the English Language.

- 22.2 Assignment: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in the whole or part by either the Consultant or the Company.
- 22.3 Amendments: This Agreement may only be amended in writing and with signatures appended by both the Consultant and the Company.
- 22.4 No Waiver: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either the Consultant or Company. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Consultant and Company. No waiver or any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either the Consultant or Company to enforce any term of this Agreement shall not constitute waiver of such term or any other term.
- 22.5 Public Announcement: Neither the Consultant nor Company will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other party.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE OF SERVICES

Set out below is a schedule of the Services relating to this Agreement. These Services and the associated deliverables will be subject to periodic review as agreed to by the Consultant and determined by the Company (see clause 4). The parties agree that the Consultant shall render these Services and associated deliverables in full compliance with the applicable laws and regulations outlined in paragraph 4.7 (b) and (c) of this Agreement, and that these laws and regulations shall control the scope and nature of the services and deliverables to be rendered under this agreement, including where a variance in interpretation occurs.

STAKEHOLDER ENGAGEMENT

Strategy goal: Act as a connector for the global biometrics industry including users, suppliers, academics, regulators and privacy advocates

- Identify key stakeholders, key peak bodies and suppliers;
- Engage with key stakeholders with the aim to grow membership (and sponsorship)

Deliverables:

- Create a stakeholder map of key players
- Deliver a list of at least 10 high-value contacts (where value is measured by professional status and /or influence in the biometrics industry)
- Meaningful introductions to those new contacts
- Facilitate recruitment of at least five new members
- Identify potential sponsor leads

ADVOCACY

Strategy goal: Help develop thought leadership and guidance for the responsible use of biometrics

- Work with the support of the chief executive to identify and document gaps and barriers that challenge biometric implementation
- Scope and recommend to the chief executive specific projects that help address those gaps/ challenges through good practice material
- Strengthen the institute's advocacy and awareness-raising activities in the US region with a view to promoting the responsible use of biometrics.
- Represent the Biometrics Institute at relevant meetings and events to promote its mission (and services/ good practices)
- Recommend topics for potential thought leadership pieces to the chief executive

Deliverables:

- Help develop a strategic plan and actions to move forward with the advocacy work in the US

- Provide a list of three suggested topics that should be addressed in thought leadership pieces and lead to potential projects
- Attend regular meetings as agreed with the chief executive, initially with a focus on DC

KNOWLEDGE TRANSFER

Strategy goal: Facilitate knowledge-transfer to members, prospects, key stakeholders and the public

- Identify and recommend new ways to help members put good practices into use
- Provide to the chief executive recommendations regarding the development of training to educate different audiences about the institute’s good practices
- Strengthen the profile of the institute and provide thought leadership to the membership and other stakeholders with the support of the chief executive and the communications adviser
- Grow and strengthen the institute’s US network, as measured by membership revenue meeting budget, and establish arrangements to better service and grow the US market
- Explore and recommend to the chief executive new strategic collaborations with government or non-government that would advance the institute’s objectives, including generation of additional income to invest in services.

Deliverables:

- Identify at least three opportunities to raise awareness about the institute e.g. at external events
- Identify at least one opportunity to deliver institute workshops
- Identify at least one organisation that the institute should consider collaborating with to advance its mission


This should include:

- Conduct regular meetings/ visits of key stakeholders
- Event attendance as speaker or delegate
- Participation in relevant committees or working groups
- Potentially deliver workshops

Signed by Isabelle Moeller
for and on behalf of Biometrics
Institute

Isabelle Moeller
.....
Director

Signed by Robert A. Mocny

.....


for and on behalf of RAM Identity
Strategies LLC