



XDI.ORG Sponsor Agreement
August, 2004

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[Name and mailing address of Sponsor]

Re: *XDI.ORG Sponsorship*

Dear [name of individual]:

This letter agreement (“Sponsor Agreement”) sets forth the terms governing the sponsorship relationship between [**name of sponsor**], a corporation organized under the laws of [state, province, or country] (“SPONSOR”), and the **XDI.ORG** (“XDI.ORG”), a nonprofit corporation (WWW.XNS.ORG) currently organized under the laws of the State of Utah. SPONSOR’s agreement to these terms is indicated by the signature below of an officer or agent authorized to enter into such obligations on behalf of SPONSOR. This Sponsor Agreement defines SPONSOR’s benefits and obligations as an XDI.ORG sponsor. No other relationship between SPONSOR and XDI.ORG is established or implied by this Sponsor Agreement.

Term

This Sponsor Agreement is effective for one (1) year following the date first shown above (the “Effective Date”).

SPONSOR Benefits

Participation in Governance. SPONSOR shall participate in the governance of XDI.ORG by designating a representative to serve on the XDI.ORG Sponsor Advisory Board throughout the term of this Agreement. The XDI.ORG Sponsor Advisory Board confers regularly, normally by telephone conference calls and e-mail, and advises the XDI.ORG Board of Trustees on matters of importance to the XNSOG sponsors.

Should XDI.ORG create any technical, operational, or governmental working groups, apart from the Board of Trustees or Directors (or an executive committee thereof), SPONSOR also shall be entitled to a single voting membership in each of the XDI.ORG working groups in which SPONSOR elects to participate.

Publicity. XDI.ORG shall establish and maintain a program for actively publicizing the support and participation of XDI.ORG Sponsors. Subject to SPONSOR's approval, XDI.ORG shall identify SPONSOR in the highest category of XDI.ORG Sponsors. Sponsors shall also have the opportunity, reserved exclusively for Sponsors, to participate in XDI.ORG press releases and to contribute quotations to such releases. The extent to which SPONSOR participates in XDI.ORG press releases, the XDI.ORG website, or other programs or forums for publicizing XDI.ORG Sponsors shall remain at SPONSOR's sole discretion.

Most Favorable Terms. SPONSOR's benefits and obligations shall be no less favorable than those of any other XDI.ORG Sponsor.

Audit. SPONSOR shall have access to the financial records of XDI.ORG. In addition to receiving copies of any special or periodic financial reports prepared by or for XDI.ORG, SPONSOR may, at its own expense, audit the financial records of XDI.ORG upon written request to the XDI.ORG Treasurer.

SPONSOR Obligations

Financial Support. SPONSOR shall contribute the sum of \$3,000 to XDI.ORG within thirty (30) days after executing this Sponsor Agreement.

In-kind Support. The parties contemplate that SPONSOR will provide XDI.ORG with appropriate in-kind support, such as the participation of SPONSOR's employees with relevant expertise to further the goals of XDI.ORG, the occasional use of SPONSOR's meeting and catering facilities, and access to SPONSOR's public relations apparatus. The specific type and level of in-kind support for XDI.ORG shall remain at SPONSOR's sole discretion.

Endorsement. SPONSOR agrees to support and endorse the work of XDI.ORG publicly by participating in press releases, analyst meetings, and other public meetings and communications, subject to SPONSOR's right to approve, modify, or disapprove any public communication by XDI.ORG that includes SPONSOR's name. XDI.ORG must submit the content of any such communication in advance for SPONSOR's consideration.

Specification Review. SPONSOR shall exert its best efforts to review and comment on XDI.ORG Technical Specifications and Global Service Specifications prior to their publication.

Guidance, Advice, and Assistance. SPONSOR shall exert its best efforts to guide, advise, and assist XDI.ORG in its efforts to establish the visibility, viability, and value of XDI technology. Consistent with this obligation, SPONSOR shall designate an individual with appropriate qualifications to participate on the XDI.ORG Sponsor Advisory Board and on any of the working groups established by XDI.ORG.

General Provisions

Governing Law. The terms of this Sponsor Agreement and the relations of the parties with respect thereto shall be governed by and construed in accordance with the internal laws of the State of Utah.

Arbitration. Any dispute between the parties arising out of or resulting from this Sponsor Agreement that is not resolved through negotiation among the parties shall be settled exclusively by final and binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“AAA Rules”). The arbitration shall be conducted in the State of Utah by a single neutral person selected by the parties or, failing their agreement within thirty (30) days after any party provides written notice of its demand for arbitration, appointed according to the AAA Rules.

Counterparts. This Sponsor Agreement may be executed in one or more counterparts.

Publicity. Neither XDI.ORG nor SPONSOR will make any public statement regarding this Sponsor Agreement unless and until the content has been submitted to and approved by the other party.

* * *

Please sign below if you accept and agree to the terms of XDI.ORG sponsorship as set forth above, and then return the Sponsor Agreement to XDI.ORG.

Very truly yours,

XDI.ORG

By: _____
Bill Washburn
Chairman and Managing Director

Accepted:

[Name of SPONSOR]

By: _____

Name _____

Title: _____