

**BYLAWS  
OF  
SMART CARD ALLIANCE**

**ARTICLE I  
PURPOSES, OBJECTIVES AND ACTIVITIES**

**Section 1.1 Purpose**

The purpose of Smart Card Alliance (*dba* Secure Technology Alliance) (the “Alliance”) is to provide a neutral forum that brings together leading providers and adopters of end-to-end security solutions designed to protect privacy and digital assets in a variety of vertical markets. The Alliance has been instrumental in driving the need for security to be built into every device, product and service throughout their lifecycle within the payments, identity and access markets. The Alliance is a not-for-profit, multi-industry association, delivering thought leadership through training, research, publications, industry outreach and open discussion forums for the secure identity industry.

**Section 1.2 Objectives and Activities**

- (a) The activities of the Alliance, directly and through its Forums (defined in Article VII below), shall include:
  - (1) identifying, selecting, and providing feedback regarding specifications of appropriate national and international - and voluntary - standards that are relevant to the understanding, adoption, implementation and widespread application of secure solutions and technologies, including smart cards, digital identities, embedded technology and other forms of software and hardware that facilitate secure transactions;
  - (2) maintaining a voice in public policy that affects adoption and implementation of such solutions and technologies;
  - (3) providing a forum for cutting-edge discussions and projects on issues surrounding the implementation of such solutions and technologies;
  - (4) providing associated educational and research resources and services for Members (defined below), industry stakeholders, consumers and government organizations; and
  - (5) performing other activities permitted under these Bylaws in furtherance of the purposes of the Alliance.
- (b) The Alliance shall make results of the research activities of the Alliance available to all interested parties on reasonable terms applied uniformly and openly. Any standards or standards-like outputs emanating from the Alliance shall be entirely voluntary.
- (c) The Alliance, its employees, its Members and participants shall strictly comply with all applicable state, federal, foreign and international laws. The Alliance is committed to full and complete observance of all applicable United States, foreign and international antitrust and competition laws.  
Any action, information exchange, or discussion used for the purpose of bringing about, or attempting to bring about, any understanding or agreement among competitors with regard to prices, employee compensation and benefits, terms or conditions of sale, distribution, volume of production, division of territories, bid rigging, refusal to deal with a third party, not hiring each other’s employees, or the limitation/prevention of any person’s entry into a market or access to customers shall be strictly prohibited in connection with all Alliance activities. In addition, the Alliance and its employees, Members and participants shall avoid sharing of any non-public, competitively sensitive information, such as internal company strategies, developments, innovations, and business plans.

### **Section 1.3 Nonprofit Status**

The Alliance shall be a nonprofit corporation and is not empowered to engage directly or indirectly in any activity, including distribution of its assets upon dissolution, that would invalidate its status as an organization exempt from federal income taxation under Section 501(c)(6) of the Internal Revenue Code of 1954, as amended.

## **ARTICLE II**

### **OFFICES**

The Alliance may have such offices at such places as determined by the Board of Directors of the Alliance (the “Board”).

## **ARTICLE III**

### **MEMBERS**

#### **Section 3.1 Membership Candidates**

Any individual, firm, partnership, corporation, company, incorporated association, educational institution, or governmental agency or body (each of the foregoing, a “Person”) satisfying the applicable eligibility requirements (if any) set forth in Section 3.2 below for the applicable class of members of the Alliance may join as a member of the Alliance, subject to compliance with the procedure for admission set forth in Section 3.3 and payment of applicable Membership (defined below) dues or fees at the level periodically established for such Membership Class (defined below) by the Board.

#### **Section 3.2 Classes of Membership**

The Alliance shall have five classes of Members: Leadership Members, Principal Members, General Members, Associate Members, and Individual Members, whose qualifications, rights, privileges and obligations are set forth herein and may be modified by Board resolution from time to time. In addition, the Board may, by resolution, from time to time eliminate or establish any Membership class or classes as it sees fit (class of Membership in the Alliance, a “Membership Class”). Such additional Membership Classes shall have such other rights, privileges and obligations as the Board may from time to time determine. Leadership Members, Principal Members, General Members, and any future classes of Members that are entitled to voting rights shall be collectively referred to as “Voting Members.” All voting and non-voting memberships in the Alliance are collectively referred to in these Bylaws as “Memberships”, and a person or entity holding Membership is referred to in these Bylaws as a “Member”.

##### **Section 3.2.1 Leadership Members**

Leadership Membership shall be open to any Person other than individuals (each an “Organization”). Leadership Members in “good standing” (defined in Section 3.7 below) are entitled to the following rights and privileges:

- (a) Designate individual representatives to run for election to, and if elected, serve as members of the Board Executive Committee (described in Section 6.1 below);
- (b) Participate in all Alliance leadership programs (e.g. Alliance speakers bureau and advisory panels);
- (c) Priority selection for speaking, exhibiting, and sponsoring opportunities at all Alliance- and Forum-sponsored in person and virtual all-Member conferences, meetings and events (“Alliance Member Activities”);
- (d) Showcase as industry leader in Alliance Member Activities and in Alliance publications (e.g. website, promotions, speaker, etc.); and
- (e) All rights and privileges of Principal Members.

##### **Section 3.2.2 Principal Members**

Principal Membership shall be open to any Organization other than global payment networks. Principal Members

in good standing are entitled to the following rights and privileges:

- (a) Designate individual representatives to run for election to, and if elected, serve as Alliance Officers (defined in Section 5.1 below) other than members of the Board Executive Committee (unless otherwise approved by the Board pursuant to Section 5.1); and
- (b) All rights and privileges of General Members.

### **Section 3.2.3 General Members**

General Membership shall be open to any Organization other than global payment networks. General Members in good standing are entitled to the following rights and privileges:

- (a) Nominate a representative for appointment to, and if appointed, serve as a member of, the Board, as a USPF Director or IAF Director (as such terms are defined in Section 4.2(a)), subject to and in accordance with Sections 4.2, 4.3, 4.4, and 7.3 below;
- (b) Nominate a representative to run for election to, and if elected, serve as a member of, the Board, as an At-Large Director (defined in Section 4.2(a)) or Discretionary Director (defined in Section 4.2(a)), subject to and in accordance with Sections 4.2, 4.3 and 4.4;
- (c) Vote in elections of At-Large Directors, subject to and in accordance with Sections 4.2, 4.3 and 4.4 hereof;
- (d) Subject to the applicable Forum Operating Guidelines, and the terms of Section 7.3, either (i) designate a representative to serve as a member of each Forum Steering Committee, or (ii) nominate a representative to run for election to, and if elected, serve as a member of each Forum Steering Committee;
- (e) Nominate representatives to run for election as, and if elected, serve as Forum Officers (defined in Section 7.4), subject to and in accordance with Section 7.4;
- (f) Vote in all elections of the members of each Forum Steering Committee, in accordance with Section 7.3 below;
- (g) One vote by a duly authorized representative in person or by proxy at all annual, general and special meetings of the Members, and at all meetings of Alliance or Forum work groups, task forces, group projects, discussion groups or other working committees or groups of the Members (each a “Working Group”); and
- (h) All rights and privileges of Associate Members.

### **Section 3.2.4 Associate Members**

Associate Membership shall be open to any federal, state, or local government agency, post-secondary college, university or educational institution, or incorporated industry association. Associate Members in good standing are entitled to the following rights and privileges:

- (a) Nominate representatives to serve as chair or co-chair of Alliance or Forum Working Groups;
- (b) One vote by a duly authorized representative in person or by proxy on all Alliance and Forum Working Group strategies and projects;
- (c) Post such Member’s press releases on Alliance news web page;
- (d) Listing on the Alliance website with a link to such Member’s website;
- (e) Unlimited memberships in the Alliance’s Leadership, Education, and Advancement Program (“LEAP”), at such discounted rates as the Board may determine from time to time for the applicable Membership Class;
- (f) Additional Alliance Member Activity passes at such discounted rates as the Board may determine from time to time for the applicable Membership Class; and
- (g) All rights and privileges of Individual Members.

### **Section 3.2.5 Individual Members**

Individual Membership shall be open to any individual, including individual consultants, contractors or other classes of individuals as the Board may determine and who are not full-time or part-time employees of an Organization that may itself qualify for Membership under any other Membership Class set forth above or

subsequently approved by the Board. Individual Members in good standing are entitled to the following rights and privileges:

- (a) Attend all Alliance Member Activities;
- (b) Participate in all Alliance and Forum Working Groups, with associated Forum rights as specified in the Operating Guidelines of the applicable Forum;
- (c) Such number of complimentary LEAP memberships as the Board may determine from time to time for the applicable Membership Class;
- (d) Access to all Alliance and Forum deliverables and the Alliance's Members-only website and document collaboration site; and
- (e) Such number of complimentary and/or discounted passes to Alliance Member Activities and other rights as the Board may determine from time to time for the applicable Membership Class.

### **Section 3.3 Admission to Membership**

- (a) Any Person possessing the requisite qualifications specified in Section 3.2 above to secure admission to a given Membership Class shall make written application for Membership to the Alliance, by submitting an application or agreement regarding Membership using the form prescribed by the Board, signed by the applicant. The Executive Director, or in the absence or unavailability of an Executive Director, the Chair (defined in Section 5.1), or such other person or committee designated by the Board, shall review such application and agreement and the applicant's eligibility for Membership in accordance with the criteria set forth in Sections 3.1 and 3.2 and fairly applied. In those cases where the applicant clearly meets the Membership criteria, final action of admission to Membership shall be by determination of the Executive Director, if there is one, and otherwise, approval by the Chair, or such other person or committee designated by the Board, on a reasonable and nondiscriminatory basis. In those cases where the Executive Director, Chair, or such other designated person or committee questions the applicant's ability to meet the Membership criteria, final action of admission to Membership shall be by vote of the Board, on a reasonable and nondiscriminatory basis.
- (b) Members shall sign such annual renewal forms confirming Membership terms and renewal of Membership as the Board or Executive Director may require, and submission of such forms by the deadline designated therefor shall be a condition of continued Membership in the Alliance.

### **Section 3.4 Meetings of Members/Quorum**

- (a) The Voting Members shall meet at least once every two (2) years, at such time, place and date as designated by the Board, and at such other times, dates, and places as designated by the Board. At least five (5) but no more than sixty (60) days' written notice shall be given for the biennial meeting of the Voting Members and for any additional meeting of the Members called by the Board.
- (b) The Board, the Chair, or one-third (1/3) of the Voting Members may call a special meeting of the Voting Members at any time. At least five (5) but no more than sixty (60) days' written notice shall be given for any such special meeting. Any action or decision which could be taken at a meeting of the Voting Members may be taken at a duly called special meeting of the Voting Members at which a quorum is present in accordance with Section 3.4(c) below.
- (c) At all meetings of the Voting Members, a quorum shall consist of at least one half (1/2) of the Voting Members in good standing, present in person or by proxy. Once a quorum is present, it is not broken by the withdrawal of one or more Voting Members. Except as otherwise provided by these Bylaws, a majority vote of the Voting Members, voting together as a single class, at any meeting at which a quorum is present shall be required to approve any action that requires the consent of the Voting Members.

### **Section 3.5 Membership Dues**

Except as otherwise provided by resolution of the Board from time to time, Members shall pay applicable Membership dues and fees within thirty (30) days of receipt of the applicable invoice from the Alliance.

### **Section 3.6 Delinquent Dues**

Any Member which is delinquent in the payment of all or any portion of its dues or fees referred to above shall not be entitled to exercise the privileges of Membership. A member of the Board (each a “Director”) associated with a Member that is delinquent in paying all or any portion of its dues shall not, while such payment is delinquent, be entitled to notice of or to attend meetings of the Board, nor shall such Director be entitled to vote on any matters before the Board. The executive staff of the Alliance (or if there is no executive staff, then the Treasurer) shall notify a Member that has become delinquent in paying dues of the delinquency within forty (40) days after the date on which the dues are payable. If the delinquency persists for an additional twenty (20) days, a second delinquency notice shall be sent. In the event such Member is delinquent for more than seventy-five (75) days after the date upon which any such delinquent dues became payable, the Chair shall be informed, its Membership and all Membership rights may be suspended at the discretion of the Chair, and its Membership may be terminated by the Board pursuant to Section 3.10. A Director associated with a terminated Member shall cease to be a Director at the time of the termination of a Member’s Membership, but may be reinstated, at the Board’s discretion, if all dues arrearages are brought current.

### **Section 3.7 Subscription to Bylaws and Policies**

Each Member shall subscribe to and agree to be bound by these Bylaws, all applicable Alliance and Forum policies and procedures, and all amendments thereto, as a condition to being admitted to Membership and maintaining its rights as a Member. Those Members that are in compliance with the preceding sentence, have paid all required Membership dues and fees in accordance with these Bylaws and applicable Board resolutions, and are not suspended or terminated, shall be considered Members in “good standing”.

### **Section 3.8 Resignation**

Any Member may withdraw from Membership by tendering a written resignation to the Board or the Alliance Executive Director or Secretary, along with a sum of money equal to full payment of any and all fees and dues remaining unpaid on the date of tender of resignation. No refunds of any dues or fees shall be made in event of resignation.

### **Section 3.9 Withdrawal from Business; Non-Transferability of Membership**

- (a) Membership in the Alliance shall automatically terminate upon bankruptcy or withdrawal from or cessation of business by any Member or upon such an alteration in the nature of business transacted by the Member as would disqualify a Member from securing a Membership upon application therefor.
- (b) Membership in the Alliance shall be non-transferable, non-salable and non-assignable, except that any Member may transfer its Membership for the then current year to a successor to substantially all of its business and/or assets, whether by merger, sale or otherwise; provided that the transferee submits an executed application or agreement regarding Membership using the form prescribed by the Board, signed by such transferee.

### **Section 3.10 Suspension and Expulsion**

- (a) Any Member of the Alliance which violates any of the Bylaws, documented procedures or resolutions adopted by the Board from time to time, or fails to pay dues or fees within seventy-five (75) days of the date on which they are payable, shall, by a two-thirds vote of the Board present at any meeting at which a quorum exists, be subject to termination of Membership, expulsion, or any other sanction approved by the Board. Expulsion, termination or suspension for any reason other than non-payment of dues or fees shall occur only after the affected Member has been advised, in advance and in writing, of the proposed expulsion, termination or suspension and the reasons therefor, and has been given an opportunity to submit to the Board reasons in support of its

continued Membership in the Alliance. The notice to the affected Member shall include a concise statement of the material facts constituting the basis for such expulsion, termination or suspension. If the Board determines in good faith that the allegations are substantiated, the Board shall vote on appropriate sanctions. The decision of the Board concerning an expulsion, termination or suspension shall be final and binding.

Without limiting the foregoing, any Member may be suspended, terminated or expelled based on the good faith determination of the Board that (i) the Member has failed in a material or serious degree to observe the Alliance's rules, (ii) the Member has engaged in conduct seriously prejudicial to the purposes and interests of the Alliance, or (iii) continued Membership of such Member may cause the Alliance to be in violation of any applicable law, regulation, statute, sanction or other requirement of any governmental authority. Any Member whose Membership shall have been suspended by the Board shall not be a Member during the period of suspension and shall have no interest in any of the activities, funds, property, rights, and interests belonging to the Alliance until such time as such Member complies with the requirements of the Board for the removal of the suspension and the return to good standing.

- (b) A Member expelled or terminated as such for any reason shall forfeit any dues or fees paid during or with respect to its Membership. No Member who has been expelled or terminated shall be eligible for Membership for at least one (1) year from the date of expulsion or termination unless the Board votes otherwise. Such former Members shall not be readmitted as a Member until all arrears in dues, fees and/or other monetary obligations to the Alliance shall have been paid.

### **Section 3.11 Property Rights**

- (a) Intellectual Property Rights
  - (1) All patents, copyrights, or other intellectual property owned or created by any Member outside the Alliance, its Forums, or their respective activities, shall remain the property of that Member, and such Member's ownership and rights thereunder shall not be affected in any way by the Member's participation in this Alliance or its Forums unless the Member specifically agrees otherwise; provided that all material presented or provided to the Alliance, including its Forums and its and their Working Groups, shall be deemed of a non-confidential nature and hence for public distribution and use by the Alliance.
  - (2) Members, alone or jointly with others, may generate protectable intellectual property in the course of their work on materials created or developed by or for the Alliance (including but not limited to any Forum, or Working Group or other initiative or activity thereof) for the primary purpose of advancing the goals of the Alliance (the "Work Items"). Except to the extent otherwise agreed by the Board (as described in the next following sentence), the Alliance shall own all copyrights and other intellectual property rights in and to such Work Items. The Board shall have the authority to adopt rules and procedures which it deems necessary or advisable in connection with the production of Work Items and the Alliance's ownership thereof. The Board shall additionally have the authority to adopt exceptions to, and to grant particular Members exemptions from, the general rule of Alliance ownership of Work Items, as the Board may deem necessary or advisable from time to time to further the best interests of the Alliance.
  - (3) The Alliance may, in generating submissions to standards bodies or developing specifications, utilize intellectual property of others as a base, provided that the "ANSI patent policy - Inclusion of Patents in American National Standards" (as set forth in the *ANSI Essential Requirements: Due process requirements for American National Standards*, copyright 2022, applies or shall apply to the use of such intellectual property in the ultimate standards or specifications.

- (4) The Alliance may publish documents to promote its objectives and purposes. Employees of Members may be cited as co-authors when appropriate. Neither the Alliance nor any Member shall use the name of the other in any form of publicity without the written permission of the other, provided that the Alliance may (a) disclose such Member's Membership in the Alliance as necessary to comply with applicable governmental or regulatory requirements or programs, including but not limited to tax matters, and (b) disclose and publicize such Membership by listing the Member's name and (with such Member's prior approval) logo on the Corporation's website or in its marketing materials regarding the Members' Memberships and participation in the Alliance and its activities.
- (b) Other Property Rights
  - (1) Any Member whose Membership in the Alliance shall have terminated by resignation, cessation of business, expulsion, termination, or other cause shall forfeit thereby all interests in any and all funds, property, rights and interests of the Alliance, other than any licenses to intellectual property that vested during the term of Membership.
  - (2) Except as provided under Article XIII on Dissolution, and the intellectual property licensing provisions of this Article, no Member has any property rights in any assets of this Alliance. Furthermore, no surplus of funds of the Alliance or Forums shall inure to the benefit of any Member, officer or employee of the Alliance or any Forum.

## ARTICLE IV

### BOARD OF DIRECTORS

#### Section 4.1 Management of Affairs

The affairs of the Alliance and its Forums shall be managed by the Board.

#### Section 4.2 Number and Composition

- (a) Except as otherwise approved by the Board, the Board shall consist of no fewer than ten (10) Directors and no more than thirty (30) Directors, comprising (i) up to eight (8) Directors ("USPF Directors") appointed by the USPF Steering Committee in accordance with Section 4.3(a) below; (ii) up to eight (8) Directors ("IAF Directors") appointed by the IAF Steering Committee in accordance with Section 4.3(a) below; (iii) up to eight (8) Directors ("At-Large Directors") elected by the Voting Members in accordance with Section 4.3(b) below; and (iv) up to four (4) Directors ("Discretionary Directors") elected by the other Directors in office. All Directors shall have full voting and all other rights to participate in the Board and its activities.
- (b) In order to qualify as, and if elected, continue to serve as, a Director, an individual must be (i) in the case of a USPF Director or IAF Director (each a "Forum Director" and collectively, "Forum Directors"): (A) an officer, director, trustee, employee, agency head or deputy head of, or other individual who is designated by a Leadership Member, Principal Member or General Member and (B) appointed by the Steering Committee of the applicable Forum in the manner described in Section 4.3(a) below; (ii) in the case of an At-Large Director: (A) an officer, director, trustee, employee, agency head or deputy head of, or other individual who is designated by a Leadership Member, Principal Member or General Member (subject to Section 4.3(b) below), and (B) elected by the Voting Members in the manner described in Section 4.3(b) below; or (iii) in the case of a Discretionary Director: (A) an officer, director, trustee, employee, agency head or deputy head of, or other individual who is designated by a Leadership Member, Principal Member or General Member and (B) elected by the Forum Directors, voting together as a single class, in the manner described in Section 4.3(c) herein.
- (c) All Directors hold office in their individual capacity as representatives of their Member companies. If a Member becomes delinquent in the payment of annual dues and remains

delinquent for more than seventy-five (75) days after such dues become payable (and the Chair has determined to suspend the Member), withdraws its Membership or withdraws support for the Director as its representative during that individual's term as a Director, that Director shall automatically be deemed to have resigned as a Director and from all Alliance and Forum officer positions.

- (d) No two Directors may be an officer, director, trustee, employee, agency head, deputy head or designee of the same Member.

### **Section 4.3 Appointment; Elections; Vacancies**

- (a) **Forum Directors.** The Forum Directors of each Forum shall be appointed annually by the Steering Committee of the applicable Forum, up to the number of positions then available; provided that as of the time of such appointment, the total number of General Member representatives appointed as Forum Directors for a given Forum shall not exceed the lesser of (i) two (2) or (ii) the number which is 25% (rounded down to the nearest whole number) of the total number of Forum Directors for such Forum as of the effectiveness of such appointment.
- (b) **At-Large Directors.** At-Large Directors shall be elected annually by the Voting Members, voting together as a single class, on a plurality basis. Each Voting Member in good standing shall be entitled to cast one vote for each individual it supports for election as an At-Large Director, up to the number of positions then available; provided that as of the time of such election, the total number of General Member representatives elected as At-Large Directors shall not exceed the lesser of (i) two (2) or (ii) the number which is 25% (rounded down to the nearest whole number) of the total number of At-Large Directors as of the effectiveness of such election.
- (c) **Discretionary Directors.** Discretionary Directors shall be elected annually by the Forum Directors, voting together as a single class, on a plurality basis. Each Forum Director in good standing shall be entitled to cast one vote for each individual it supports for election as a Discretionary Director, up to the number of positions then available; provided that as of the time of such election, the total number of General Member representatives elected as Discretionary Directors shall not exceed the lesser of (i) one (1) or (ii) the number which is 25% (rounded down to the nearest whole number) of the total number of Discretionary Directors as of the effectiveness of such election.
- (d) **Elections and Tie Votes.** With respect to At-Large Directors and Discretionary Directors (each an "Elected Director" and collectively, "Elected Directors"), if there are more candidates who received votes than there are available positions for the applicable category and Membership Class of Elected Directors (i.e. At-Large Directors or Discretionary Directors, each an "Elected Director Category"; and General Member or Leadership Member/Principal Member), the available positions for each such Elected Director Category and Membership Class combination will be filled as follows. The candidates eligible for such positions shall be ranked in order of the number of votes received. The eligible candidates with the greatest number of votes shall be elected to fill the first available positions for the applicable Elected Director Category, which shall be the positions which carry three (3) year Board terms. If applicable, the eligible candidates with the next greatest number of votes shall be elected to fill the second available positions for such Elected Director Category, which shall be the positions, being filled due to vacancy, which carry two (2) year remaining Board terms. If applicable, the eligible candidates with the next greatest number of votes shall be elected to fill the final available positions for such Elected Director Category, which shall be the positions, being filled due to vacancy, which carry one (1) year remaining Board terms. If there is a tie vote between two or more eligible candidates for a given Elected Director Category and Membership Class and either (i) there are an insufficient number of corresponding seats available to be filled by the tied candidates, or (ii) there are a sufficient number of such seats available to be filled by the tied candidates, but not all of the tied candidates can receive the same length of term, then the out-going Board shall vote to choose amongst the tied candidates (all others being dropped) if there are insufficient positions, or shall vote to allocate the available seats of such Elected Director Category amongst the tied candidates, if one or more tied candidates must accept differing term lengths. If the vote occurs prior to the start of the Board



term by mail or electronic ballot, the Board shall determine the date upon which the good standing determination of a Member shall be made.

- (e) Vacancies. If a Director leaves the Board for any reason prior to the end of his or her term of office, the Board shall, within thirty (30) business days, offer such Director's position until the next scheduled election or appointment (as applicable) for such position to a designee of the Member company which employed or otherwise designated the former Director. This nominee must be acceptable to the Board. At the next scheduled election or appointment (as applicable), the vacated Board seat (whether or not temporarily filled pursuant to the first sentence of this Section 4.3(e)) shall be filled for the remainder of the term of such seat in accordance with Section 4.3(a), Section 4.3(b) or Section 4.3(c) (as applicable for such seat), and the Director filling such seat pursuant to the first sentence of this Section 4.3(e) (if any) shall (unless also elected or appointed in accordance with this sentence) be deemed to have resigned. If the Member company is no longer a Member, is more than seventy-five (75) days delinquent in dues payment or has been suspended from Membership for any other reason, or chooses not to recommend a satisfactory representative within thirty (30) calendar days, then, the Board may select a suitable replacement Director from among the representatives of the Members that are eligible to serve in the applicable Director seat, to serve until the next scheduled election or appointment of Directors (as applicable). At such next scheduled election or appointment, such vacated Board seat shall be filled for the remainder of the term of such seat in accordance with Section 4.3(a), Section 4.3(b) or Section 4.3(c) (as applicable for such seat).

#### **Section 4.4 Term of Office**

- (a) All Directors, except for Directors elected or appointed to fill a vacancy pursuant to Section 4.3(e), shall serve for terms of three (3) years each. Such terms shall begin at the annual meeting at, or prior to which, the Director was elected or appointed and end at the beginning of the annual meeting which begins three (3) years later.
- (b) Each Director will hold office until a successor is elected and qualified, or until such Director's earlier death, resignation or removal. Any Director may resign at any time by written notice to the Alliance addressed to the Chair, Vice Chair or the Secretary. A vacancy in a Director seat by reason of death, resignation or removal of a Director may be filled by the Board until the next scheduled election or appointment of Directors (as applicable); provided, however, that the Board will not fill such a vacancy in less than thirty (30) calendar days in order to permit the Member which employed or otherwise designated the departed Director to designate a replacement in accordance with the first sentence of Section 4.3(e) above, to the extent such Member is then a Member.
- (c) Notwithstanding the foregoing, in the event that a Director vacates a directorship prior to the conclusion of his or her term due to a change of employment, or because he or she is no longer an officer, director, trustee, employee, agency head, deputy head or designee of the Member that designated such Director, such Director may continue to serve as a Director for the remainder of his term as a Director if he or she has become employed by, or has become an officer, director, trustee, employee, agency head, deputy head or designee of, another Member entitled to have such person serve as a Director. If such Member already employs or has designated a Director, the Member shall decide which of the two shall retain his or her position as a Director and the Director not so selected shall automatically be deemed to have resigned as a Director and given up all Alliance and Forum officer positions that such Director holds. If such Director who has changed employment or affiliation does not become employed by, or otherwise affiliated with, another Member entitled to have such person serve as a Director, then, that individual shall give up all Alliance and Forum office positions and shall no longer be a Director or any such officer, unless the Board determines to allow such Director to remain on the Board or as such officer in an unpaid, non-voting, advisory capacity until the next scheduled election of Directors.
- (d) Each Director (or the Member represented by such Director) may designate in writing to the Chair (which designation may be withdrawn in writing at any time by such Director or Member) an

alternate individual to act as a Director in place of such Director (such alternate, an “Alternate Director”, and the Director in place of which the Alternate Director will act, the “Designating Director”), whether for a single meeting or as a standing alternate. Any such Alternate Director shall be entitled to (i) attend all meetings of the Board, (ii) vote in lieu of the Designating Director at all meetings of the Board at which the Designating Director does not attend, (ii) sign all written consents in lieu of the Designating Director, and (iii) otherwise exercise the duties and enjoy the privileges of the Designating Director in lieu of the Designating Director, in the absence or unavailability of the Designating Director. When acting in lieu of a Designating Director, an Alternate Director shall have the same duties and obligations to the Alliance and its Members as such Designating Director under the Certificate of Incorporation of the Alliance, these Bylaws, and applicable law.

#### **Section 4.5 Meetings**

- (a) There shall be at least 4 meetings of the Board during each calendar year. Additional meetings may be held in conjunction with other Alliance events. Other special meetings may be called by the Chair on his or her own motion, or shall be called by the Chair at the request of Directors comprising at least twenty-five percent (25%) of the number of Directors then in office. At least five (5) but no more than sixty (60) days prior to the annual meeting, regular meetings or special meetings, notice of the meeting shall be forwarded by mail, e-mail, fax or express/overnight mail to all Directors. The notice shall contain a proposed agenda setting forth the general character of the business proposed to be transacted at the meeting, and in the case of the annual meeting, shall include a report of the Alliance’s financial condition for the prior fiscal year.
- (b) Emergency meetings may be called by the Chair on no less than two (2) days’ notice given in person, by telephone, e-mail, confirmed fax or express/overnight mail. Such notice shall state the general character of the business proposed to be transacted at the emergency meeting.
- (c) Meetings of the Directors may be held at any place designated in the notice of meeting, and shall not be open to the Membership unless the Board determines otherwise. At any regular or special meeting, the Directors may transact any business which may come before them whether or not contained in the notice of the meeting. At any emergency meeting, the Directors may transact only that business stated in the notice of the meeting. Meetings may be held at any time and without notice if all the Directors are present or if those not present waive notice of the meeting in writing or electronically.
- (d) Attendance by a Director (or such Director’s Alternate Director) at a meeting shall constitute a waiver of notice of such meeting, except where a Director (or such Director’s Alternate Director) attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

#### **Section 4.6 Quorum and Voting**

Each Director present at a meeting shall be entitled to one (1) vote. Directors may not vote by proxy. A quorum of the Directors shall consist of not less than one-half (1/2) of the Directors serving in office. An act approved by majority vote of Directors present at a meeting at which a quorum is present shall be the act of the Board. For the avoidance of doubt, an Alternate Director shall only be entitled to vote in lieu of (and not in addition to) the vote of the corresponding Designating Director, and an Alternate Director shall only be counted for purposes of quorum in the absence of the corresponding Designating Director.

#### **Section 4.7 Removal**

Any Director may be removed at any time by the affirmative vote of two-thirds (2/3) of all the Voting Members. Discretionary Directors may be removed by Board resolution.

### **ARTICLE V**

## OFFICERS

### Section 5.1 Number and Qualifications

The officers of the Alliance (each an “Alliance Officer”) shall be a Chair of the Board (“Chair”), a Vice Chair, a Technology Vice Chair, a Secretary, a Treasurer, and such other officers as may be elected or appointed by the Board. In addition, the Board may establish the position of Executive Director, and the person holding such position may also have the title of President and CEO of the Alliance (such position, if established, is referred to herein as the “Executive Director”). If no such position is established, the Board may determine that the Chair will also have the title of President and CEO. Any two or more offices simultaneously may be held by the same person; provided, however, that the Executive Director, if there is one, may not hold another office. Unless otherwise approved by the Board, all Board Executive Committee members must be representatives of Leadership Members, and except for the Executive Director, all other Alliance Officers shall be elected from among the members of the Board.

### Section 5.2 Election and Term of Office

Except for the Executive Director (who shall be appointed by the Board from time to time to serve for such terms as the Board may determine in its discretion), the Alliance Officers shall be elected by the Board at each annual meeting of Directors. If the election of Alliance Officers shall not be held at such meeting, such election shall be held as soon thereafter as is convenient. Each Alliance Officer shall hold office until a successor is duly elected or appointed, until such officer’s death or until such officer resigns or is removed from office in the manner provided herein. The Chair may serve no more than two (2) consecutive terms in such office, unless the Board, by a two-thirds (2/3) vote, makes an exception. Vacancies in such offices may be filled or new offices filled at any meeting of the Board.

### Section 5.3 Removal

Any Alliance Officer elected or appointed by the Board may be removed as an Alliance Officer at any time by the affirmative vote of a majority of the entire Board, as then constituted.

### Section 5.4 Powers and Duties of the Executive Director and Chair of the Board

- (a) Subject to the direction of the Board, the Executive Director shall be responsible for the general management of the day-to-day operational activities of the Alliance and shall have such other powers and duties as the Board may prescribe from time to time. The Executive Director shall report to the Board and shall serve as an ex-officio member of the Board with voice, but no vote. Additionally, the Executive Director shall be the Board’s representative to any contractor or provider of services to the Alliance.
- (b) The Chair shall preside at all meetings of the Board, shall exercise general supervision over the Alliance’s activities, shall actively supervise and oversee the management performance of the Executive Director, and shall have such other powers and duties as the Board may prescribe from time to time. Subject to the direction of the Board, the Chair shall see that all votes and resolutions of the Board are carried out. The Chair shall be the Chair of the Board Executive Committee and shall have such other powers and duties as the Board may prescribe from time to time.

### Section 5.5 Powers and Duties of the Vice Chair

In the absence or disability of the Chair, a Vice Chair selected by the Board (which could be the Technology Vice Chair or any other Vice Chair) shall perform the duties and exercise the powers of the Chair. In addition, the Vice Chairs shall have such other powers and duties as the Board may prescribe from time to time.

### Section 5.6 Powers and Duties of the Secretary

The Secretary shall attend all meetings of the Directors and shall be responsible for recording all votes and the

minutes of all proceedings in a book to be kept for that purpose and may perform like duties for any Work Group or other committee. The Secretary shall give, or cause to be given by the staff, notice of all meetings of the Directors and shall have such other powers and duties as the Board may prescribe from time to time.

### **Section 5.7 Powers and Duties of the Treasurer**

The Treasurer shall have the custody of the corporate funds and securities, and shall be responsible for keeping full and accurate accounts of receipts and disbursements in books belonging to the Alliance, and depositing all monies and other valuable effects in the name and to the credit of the Alliance in such depositories as may be designated by the Board. The Treasurer shall be responsible for disbursing the funds of the Alliance as may be ordered by the Board, taking proper vouchers for such disbursements, and rendering to the Chair and the Board, at a regular meeting of the Directors, or whenever they may require it, an account of all transactions of the Treasurer and of the financial condition of the Alliance. In accordance with Section 3.6, the Treasurer shall notify, or direct the staff to notify, Members that are delinquent in paying dues to the Alliance. The Treasurer shall have such other powers and duties as the Board may prescribe from time to time.

## **ARTICLE VI**

### **COMMITTEES**

#### **Section 6.1 Board Executive Committee**

The Board shall create a “Board Executive Committee” as a permanent committee of the Board, comprising the Alliance Chair, Vice Chair, Technology Vice Chair, Secretary, and Treasurer. The Chair shall serve as Chair of the Board Executive Committee. The term of membership on the Board Executive Committee and of each Alliance Officer serving as a member thereof shall be one (1) year. In performing its responsibilities, the Board Executive Committee may act in place of the full Board; provided, however, that the Board Executive Committee shall be subject to the order of the Board.

**Section 6.2 Advisory Committees.** The Board shall establish (and in its discretion may disband) the following committees with the respective focuses below (each an “Advisory Committee”):

##### **Section 6.2.1 Joint Technology Committee**

A Joint Technology Committee, to serve as the primary Alliance venue for consideration and review of new technologies, potential issues with existing technologies and to have such other or different powers and duties as the Board shall prescribe.

##### **Section 6.2.2 Membership Committee**

A Membership Committee, to review the criteria for and benefits of Membership, receive expressions of interest from individuals who desire to be a candidate for a position on the Board, serve as the venue for discussion of relations between the Alliance and its Members, develop strategic plans to increase overall membership or specific segments within the secure identity market, and have such other or different powers and duties as the Board shall prescribe.

##### **Section 6.2.3 Collaboration and Partnership Committee**

A Collaboration and Partnership Committee, to establish and maintain liaison relationships between and among the Alliance and other interested organizations, and to have such other or different powers and duties as the Board shall prescribe.

##### **Section 6.2.4 Education and Certification Committee**

An Education and Certification Committee, to serve as the primary Alliance venue for discussion, development and consideration of educational materials, training and certification programs, and to have such other or different powers and duties as the Board shall prescribe.

### **Section 6.2.5 Joint Vertical Market Committee**

A Joint Vertical Market Committee, to serve as the primary Alliance venue for discussion, development and consideration of specific requirements for a given vertical market, and to have such other or different powers and duties as the Board shall prescribe.

### **Section 6.2.6 Joint Forum Projects Committee**

A Joint Forum Projects Committee, to oversee and coordinate joint Working Groups, initiatives and activities of Alliance Forums and committees, and to have such other or different powers and duties as the Board shall prescribe.

### **Section 6.3 Other Committees**

The Board may create such additional committees, consisting of Directors, representatives of Members, Executive Staff, or any combination thereof, as the Board may determine to be reasonable or appropriate. The Board shall appoint a Chair for each such committee, who shall report to the Board.

## **ARTICLE VII**

### **FORUMS**

#### **Section 7.1 Eligibility and Application**

The Alliance shall have such forums or chapters as the Board from time to time may charter and establish in accordance with this Article VII (each of the foregoing, a “Forum”), which shall include, but not be limited to, a U.S. Payments Forum (the “USPF”) and an Identity & Access Forum (the “IAF”), each of which shall be subject to and chartered by the approval of such separate operating bylaws, rules and/or guidelines as from time to time may be approved by resolution of the Board for the applicable Forum (“Operating Guidelines”). Applications to establish new Forums (if any) shall be reviewed and approved by the Board, or its designee, in its sole discretion, and such approval shall include the proposed Operating Guidelines for the applicable Forum, which shall be consistent with the Certificate of Incorporation, Bylaws and the Board-approved policies of the Alliance.

#### **Section 7.2 Revocation of Forum Charters**

A Forum and its respective charter may be revoked by the approval of two-third of the Directors then in office if, according to the Alliance’s findings, the Forum is not in compliance with any of the provisions of or obligations imposed by the Certificate of Incorporation, Bylaws or the Board-approved policies of the Alliance, or the Operating Guidelines of the Forum, provided that such Forum is provided an opportunity to remedy the non-compliance within a reasonable time. The approval of the revocation by the Board pursuant to the preceding sentence shall be final and shall cancel all rights, interests or privileges of such Forum in the services or resources of the Alliance.

#### **Section 7.3 Steering Committees**

Subject to these Bylaws, Board-approved policies of the Alliance, and the Operating Guidelines of the applicable Forum, each Forum shall have, and its affairs shall be managed by, its own Steering Committee, (each a “Forum Steering Committee”), each to be elected and governed in accordance with this Section 7.3 and such Forum’s Operating Guidelines (to the extent not inconsistent with these Bylaws).

- (a) **Composition.** The number, composition, and eligibility requirements for members of each Forum Steering Committee shall be set forth in the corresponding Operating Guidelines; provided that each member of a Forum Steering Committee must be an officer, director, trustee, employee, agency head, deputy head or designee of a Voting Member.
- (b) **Elections and other Rules.** The elected members of each Forum Steering Committee shall be nominated, serve for terms, and be subject to rules and procedures regarding resignation, removal, and filling of vacancies, in accordance with the provisions applicable to At-Large Directors in Section

4.3(a) above; provided that, for the avoidance of doubt: (1) all members of each Forum Steering Committee must satisfy the eligibility requirements of Section 7.3(a) above, (2) the Operating Guidelines for a given Forum may specify that one or more classes or groups of Forum Steering Committee members may be appointed, determined or elected by one or more specific Membership classes or subsets thereof, and (3) elections of the members of each Forum Steering Committee shall be conducted in a manner that is as consistent as reasonably practicable with the process for elections of At-Large Directors set forth in these Bylaws.

- (c) **Board Oversight.** Except as specified herein, all other rules, requirements and procedures relating to each Forum Steering Committee and its powers, duties, authority and operations shall be as set forth in the applicable Operating Guidelines; provided that:
- (1) The Board shall provide management oversight for each Forum and any joint working committees.
  - (2) Board approval shall be required for each of the following:
    - A. Any change to applicable Operating Guidelines or Forum operating or governance rules;
    - B. Decisions regarding the budgeting of Alliance funds for Forum activities;
    - C. Any significant deliverables, or significant communications or statements, produced by a Forum for public distribution (i.e., for distribution outside the Alliance) that address or relate to matters which could materially affect the Alliance as a whole; and
    - D. Any other decisions by a Forum that require the exercise of the discretionary power of the Board in the management of the business or affairs of the Alliance.
  - (3) Any communications or statements produced by a Forum for public distribution which do not rise to the level of materiality described in item Section 7.3(c)(2)(C) above shall be subject to the approval of the Executive Director of the Alliance, who may obtain Board guidance and approval as the Executive Director deems appropriate in particular instances.
  - (4) The Board shall have full access to all work product, research materials, meeting minutes and other documents produced or possessed by the Forum.
- (d) **Operating Guidelines.** The Operating Guidelines for each Forum may only be amended by approval of both the Board, and the applicable Forum Steering Committee.

#### **Section 7.4 Officers**

The officers of each Forum shall be a Steering Committee Chair, Vice Chair, Secretary and Treasurer (each a “Forum Officer”). Additionally, each Forum may have a Managing Director and such officers as shall be specified in the applicable Operating Guidelines. Subject to the provisions of these Bylaws, the rules, requirements and procedures relating to Forum Officer powers, duties, elections, terms, vacancies, resignation, and removal shall be specified in the applicable Operating Guidelines, and otherwise shall be as nearly consistent with the corresponding provisions of these Bylaws as reasonably possible.

#### **Section 7.5 Meetings, Committees and other Activities**

Except as otherwise specified herein or by resolution of the Board, the rules, requirements and procedures relating to the other meetings, committees, and activities of each Forum shall be as set forth in the applicable Operating Guidelines, and otherwise shall be as nearly consistent with the corresponding provisions of these Bylaws as reasonably possible.

#### **Section 7.6 Records**

Each Forum shall keep adequate and correct books and records of account and shall also keep minutes of the proceedings of its Forum Steering Company and Working Groups. The Alliance Officers shall have the inspection rights afforded respectively to members and directors under applicable law.

## **ARTICLE VIII**

### **CHECKS, CONTRACTS AND OTHER DOCUMENTS THAT BIND THE ALLIANCE**

All checks or demands for money, notes of the Alliance, contracts or other documents that bind the Alliance shall be signed by such Alliance Officer or Alliance Officers or such other person or persons as the Board may from time to time designate.

## **ARTICLE IX**

### **FISCAL YEAR AND AUDITORS**

#### **Section 9.1 Fiscal Year**

The fiscal year shall begin on the first day of July and shall end on the last day of June each year, unless the Board otherwise determines.

#### **Section 9.2 Auditors**

The Board may appoint a firm of independent auditors to review or compile the books of account of the Alliance and to report not less than annually on the financial condition of the Alliance. The Board may direct the performance of an audit at any time.

## **ARTICLE X**

### **NOTICES**

#### **Section 10.1 Form of Notices**

Whenever under the provisions of these Bylaws notice is required, it shall not be construed to mean personal notice. Except as otherwise provided by law or in these Bylaws, such notice may be given in writing, by mail, by e-mail or other electronic measures, mailgram, telecopier, or express mail addressed at such address for the recipient as appears in the records of the Alliance. Except as otherwise provided by law or in these Bylaws, such notice shall be deemed given at the time it is delivered to the carrier.

#### **Section 10.2 Waiver**

Any notice required to be given under these Bylaws may be waived in writing or by e-mail.

## **ARTICLE XI**

### **ACTION WITHOUT PERSONAL ATTENDANCE AT MEETING**

#### **Section 11.1 Participation by Telecommunications Device**

Any or all Directors (and Alternate Directors) may participate in a meeting of the Board, or a committee thereof, by any means of communication by which all Directors participating in the meeting are able to hear one another or otherwise participate electronically, and such participation shall constitute presence in person at the meeting.

#### **Section 11.2 Written Consent**

Any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting if all members of the Board or such committee, as the case may be, consent in writing to such action. Any action required or permitted to be taken at any meeting of the Voting Members may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed (including electronically) by Voting Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Voting Members having a right to vote were present and voted (except where a greater number of signatures of Voting Members is required by law). Such written consent or consents shall be delivered to the Alliance by delivery to its principal office or to the Secretary by hand, mail, fax or e-mail.

## **ARTICLE XII**

### **COMPENSATION FOR SERVICES**

The Board may authorize the payment of reasonable compensation for services rendered by employees and agents of the Alliance. The Directors and Alliance Officers shall serve without salary or other compensation; provided, however, that the Executive Director and other staff may receive salaries if employed by the Alliance.

## **ARTICLE XIII**

### **DISSOLUTION**

The Alliance may be dissolved by a two-thirds (2/3) vote of the entire Board, as then constituted, and subsequent approval by a majority of the Voting Members in good standing.

The assets and surplus funds of the Alliance will be distributed pursuant to Board resolution at the time of dissolution.

## **ARTICLE XIV**

### **INDEMNIFICATION**

#### **Section 14.1 Indemnification by Alliance**

- (a) For the purposes of this Article XIV, “agent” means any person who is or was a Director, Alternate Director, officer, employee, consultant, or professional legal, tax or accounting adviser of the Alliance or any Forum, or who served on or as a resource to any Alliance committee, or is or was serving at the request of the Alliance as a director or officer of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise; “proceeding” means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and “expenses” includes without limitation attorneys’ fees and any expenses of establishing a right to indemnification.
- (b) The Alliance shall, to the fullest extent permitted by law, indemnify any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was an agent of the Alliance, against expenses, attorneys’ fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding.
- (c) In the event entitlement to indemnification is required by law to be based upon a determination by the Board or the Voting Members that the agent has met the standards of conduct prescribed by law, the agent may select which body shall, or that both bodies shall, make such determination, and such body shall meet and shall reach a determination on the issue within a reasonable period of time after request for such body to meet is received by the Alliance from the agent. In the event entitlement is denied under these circumstances, the agent may appeal such decision to a committee of attorneys selected by the Board and may appeal such decision to the judicial system.



### **Section 14.2 Advancing Expenses**

The Alliance shall advance to each agent the expenses incurred in defending any proceeding referred to in Section 14.1 of these Bylaws. The advance shall occur prior to the final disposition of such proceeding and upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in Section 14.1 of these Bylaws.

### **Section 14.3 Insurance**

The Alliance shall have the power to purchase and maintain insurance on behalf of any agent of the Alliance against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Alliance would have the power to indemnify the agent against such liability under the provisions of this action.

## **ARTICLE XV**

### **NO WARRANTY**

Members and the Alliance make no express or implied warranty as to any matter whatsoever, including the conditions of the research or any invention or product, whether tangible or intangible, made or developed by the Alliance or in the course of its activities, or made or developed by Members in the course of pilot or market trials that they may or may not commence, or the ownership, merchantability, or fitness for a particular purpose, of any research, invention, product or submission. This provision shall survive the resignation, expulsion or cessation of business of any Member or dissolution of the Alliance.

## **ARTICLE XVI**

### **AMENDMENTS**

### **Section 16.1 Certificate of Incorporation**

The Certificate of Incorporation of the Alliance may be amended by a two-thirds (2/3) vote of the Voting Members at a meeting of the Members called between five (5) and sixty (60) days subsequent to a Board resolution recommending amendment.

### **Section 16.2 Bylaws**

Except where such power is expressly limited by law, the Certificate of Incorporation or these Bylaws as to any specific action, these Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, in each case by an affirmative majority vote of (i) the Board or (ii) the Voting Members then in good standing, either at any annual meeting of the Voting Members or regular meeting of the Board of Directors, or at any special meeting of the Voting Members or of the Board of Directors (as applicable), provided that any such amendment may be approved in the manner provided in Section 11.2, and in the case of amendment by the Voting Members at a meeting, the proposed amendment shall be submitted in writing to the Voting Members at least five (5) days prior to the meeting at which such amendment will be considered.

THESE BYLAWS WERE READ, APPROVED AND ADOPTED BY THE VOTING MEMBERS OF THE ALLIANCE ON THE TWELFTH DAY OF JANUARY, 2024.