GS1 AISBL Work Group Opt-In Agreement and Automatic Participation Commitment

By signing below, the undersigned agrees as follows:

- 1. He/she is authorized to sign this GS1 Work Group Opt-In Agreement -Automatic Participation Commitment ("**APC**") on his/her own behalf and on behalf of the entity indicated below.
- 2. He/she and his/her company desires to participate in the activities of all of the GSMP Work Groups, both in progress and yet to be formed.
- 3. He/she agrees to review the relevant Work Group Charter(s), which describes the general nature and scope of the work being undertaken by the Work Group(s), which may change from time to time, and which is/are located in the Work Group Community Room. In regard to future GSMP Work Groups, he/she agrees to review the Charter(s) upon distribution from GS1.
- 4. If Participant wishes to opt out of a specific work group after opting into this APC, Participant must first opt out of this APC, and then opt out of the specific work group that they wish to exit.
- 5. In order to participate in any GS1 standards development Work Group, it is necessary for the Participant to sign the GS1 Intellectual Property Policy (IP Policy), which provides, among other things, that the Participant and its Affiliates shall grant either a royalty-free licence or a reasonable and non-discriminatory (RAND) licence regarding Participant's IP to implementers of GS1 standards when the implementer's implementation of a required portion of the Standard would infringe the Participant's IP (*see* IP Policy, secs. 4.A and 5.G). If a Participant wishes to assert a RAND license, the Participant must submit an IP Declaration (see attached) prior to ratification of the Standard (*see* IP Policy, sec. 5). A copy of the IP Policy may be found here: https://www.gs1.org/standards/ip/forms
- 6. In the event of any conflict between the IP Policy and this agreement or any other applicable document, the IP Policy shall control with respect to such conflict.

- 7. Participant agrees to waive his/her IP rights during all work-in-progress or prototyping activities of the Work Group, for such work-in-progress or prototyping purposes only, whether or not Participant is involved in such activities. Such waiver shall continue until the proposed Standard is ratified by the Board Committee for Standards or until the Work Group is terminated, whichever occurs earlier. If the proposed Standard is ratified, the licensing terms of the IP Policy shall apply to Participant's IP.
- 8. Consistent with the guidance provided by the GS1 GSMP Manual, upon agreement of a Work Group, the Work Group may decide to reduce the scope of work as specified in its charter. Such a reduction is subject to approval of the Vice President of Standards and does not require the Participant to sign a new Opt-In Agreement.
- 9. Participant agrees to be bound by the most current version of the GS1 GSMP Manual. A copy of the Manual may be found at https://www.gs1.org/standards/gsmp-manual/current-standard.

More Info: All GS1 IP Policy Forms

If you have any questions or need assistance, please contact <u>gsmp@gs1.org</u>. For more information, please visit our <u>https://www.gs1.org/standards/ip</u>.

THE PERSON signing below affirms that they are authorized to enter into this agreement on behalf of the party indicated, and hereby executes this agreement, which shall be effective on the date of signature:

<u>Click here</u> to request to sign the IP Policy or cut/paste this URL: <u>https://gs1ipadmin.na1.echosign.com/public/esignWidget?wid=CBFCIBAA3A</u> <u>AABLblqZhDRjwLBFzRe7RDtIFb2WmfOHz6RksmAX9nsj7ZaoLwc_WL6-</u> <u>9sh6kSJFYYxZpDYIQk*</u>