

GS1 Intellectual Property Policy

Adopted: 24 March 2025

1. Purpose

- A. GS1 AISBL ("GS1") facilitates the collaborative development of Standards. This intellectual property policy ("IP Policy") governs the treatment of Intellectual Property in the development of Standards and Collateral Materials, and in the implementation of Standards after they have been adopted. It applies to all Participants of GS1 Work Groups and their Affiliates, and allocates various benefits and obligations to Implementers of Standards.
- B. The purpose of the IP Policy is to minimise barriers to the adoption and implementation of Standards by making the intellectual property required to implement Standards available, to the greatest extent possible, on a royalty-free basis ("Purpose").

2. Definitions

- A. "Affiliate" means, with respect to a person or entity (the first party), any other person or entity (the second party) that now or in the future directly or indirectly controls, is controlled by, or is under common control with such first party. For purposes of this definition, "control" means the possession, ownership, or control, directly or indirectly, of fifty percent (50%) or more of the voting power or the power to direct or cause the direction of management or policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise. It is understood and agreed that all of the rights and obligations applicable to Participant shall also apply to Participant's Affiliates, except as provided otherwise herein, and Participant shall procure or otherwise ensure that its Affiliates comply with such obligations.
- B. "Collateral Materials" means guidelines and other documents or publications developed and authorised by a Work Group to assist Implementers in understanding, applying, using and deploying Standards. (Note that for the purposes of this IP Policy, "Collateral Materials" includes both "collateral materials" and "guidelines" as those terms are defined in the GSMP Manual.)
- C. "Contribution" means any concepts, data, suggestions, or revisions to a draft Standard, whether in written or oral form, contributed, submitted, disclosed or otherwise provided by or on behalf of Participant or any of its Affiliates as part of Participant's participation

in a standard development Work Group, and all intellectual property rights therein and thereto.

- D. "Covered IP" means any and all Intellectual Property that (i) currently or at any time in the future, is owned or controlled by Participant or its Affiliates, (ii) in the absence of a licence, would be infringed by the work-in-progress of a Work Group, by the content of a Standard or Collateral Materials, or by the implementation of a required portion of a Standard, and (iii) has not been timely excluded by Participant pursuant to an IP Declaration as provided in section 5.B (IP Declaration) or is not the subject of discretionary RAND licensing applied pursuant to section 5.G (Reasonable and Non-Discriminatory Licensing).
- E. "Covered Party" means any party that is a beneficiary of Licence Terms hereunder, including without limitation Participants, Implementers, GS1 AISBL and GS1 Member Organisations.
- F. "GS1 Beneficiaries" means GS1 AISBL and GS1 Member Organisations.
- G. "GS1 Member Organisation" means all organisations that are members of GS1 AISBL pursuant to GS1 AISBL statutes.
- H. "GS1 System Architecture" means the document of that name adopted by GS1 that describes how each part of the GS1 system is related, including technical foundations that guide their design. The GS1 System Architecture provides core definitions relating to Standards, among other GS1 elements.
- I. "GSMP" means the Global Standards Management Process administered by GS1.
- J. "GSMP Manual" means the GS1 Global Standards Management Process Manual.
- K. "Implementers" means (i) all prior, current, and future Participants and their Affiliates; (ii) all prior, current, and future end users and implementers of Standards, including solution providers, (iii) GS1-authorized certification, testing, and compliance entities, and (iv) parties (e.g., solution providers) assisting another party in sub-parts (i) through (iii) above in the design, development, execution and implementation of a Permitted Work. For the sake of clarity, such parties described in sub-parts (i) through (iii) above are only considered "Implementers" when they are engaged in the indicated role or status (i.e., Participant, Affiliate, end user, implementer, GS1-authorized certification entity, etc.) and engaged in the Permitted Use.

- L. "Intellectual Property" or "IP" means all intellectual property of any kind recognized or protected in law or equity, including (a) claims and pending claims of patents and patent applications, (b) copyright, and (c) intellectual property that might otherwise be considered proprietary or a trade secret but for its disclosure or use within the context of a Work Group or a Standard.
- M. "Licence Terms" means the licences and covenants provided under sections 4.A (Royalty-Free Licences and Covenants), 4.B (Reciprocity) or 5.G (Reasonable and Non-Discriminatory Licensing).
- N. "Participant Agreements" means a Work Group Opt-In Agreement, Work Group Contribution Agreement or Form, and/or any other agreements required for, or terms and conditions applicable to, Participant's participation in any Work Group or contribution to a Standard, as such agreements and terms are adopted by GS1 from time to time.
- O. "Participant" means the person or entity identified as "Participant" on the signature page hereto and bound hereby. (Note: Lowercase "participant" refers to any other participant who has also signed a GS1 IP Policy.)
- P. "Permitted Use" means the use of Covered IP by a Covered Party in compliance with this IP Policy. Fundamentally, Permitted Use is the limited right granted by this IP Policy to Implementers enabling them to use Covered IP to implement Standards, subject to other applicable terms herein.
- Q. "Permitted Work" means any embodiment in any form whatsoever (including, without limitation, digital, electronic, and software formats) of Covered IP that is made, developed, compiled, assembled or in any other way created by or on behalf of a Covered Party for a Permitted Use in compliance with this IP Policy.
- R. "Representatives" means the individual(s) authorized by Participant to represent Participant in the activities of a Work Group. Such Representatives shall be specifically identified upon enrolment in a Work Group and may be changed by Participant upon prior written notice to GS1.
- S. "Standard" means (a) any standard developed and approved by a Work Group in accordance with GSMP and the GS1 System Architecture, and ratified by the GS1 Board Committee for Standards (alone or as incorporated or included in any other technical standard); and (b) any work-in-progress of a Work Group.

- T. "Work Group" means a group of participants constituted by GS1 for the purpose of developing a Standard and/or Collateral Materials pursuant to the GSMP.

3. General

- A. Participant agrees to the terms and conditions of this IP Policy as a condition to Participant's participation in any Work Group.
- B. Participant shall execute the Participant Agreement and any other agreements required by GS1 for any participation in or contribution to a Work Group.

4. Licensing Obligations

A. Royalty-Free Licences and Covenants

Subject to sections 4.B (Reciprocity Required), 5 (Participant Disclosure), 5.G (Reasonable and Non-Discriminatory Licensing), 6.E (Survival of Licences and Covenants), and 9.A (No Transfer),

(1) Participant and its Affiliates:

- (a) grant **Implementers** and **GS1 Beneficiaries** a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, irrevocable, non-sublicensable, non-transferable licence to make, have made, use, purchase, sell, offer for sale, license, lease, import, export, distribute, make derivative works, copy, or otherwise exploit or dispose of **Permitted Works**, and to practice and have practiced any method in connection therewith;
- (b) perpetually, irrevocably and unconditionally covenant not to assert against any **Implementer** or **GS1 Beneficiary** a claim of infringement of Covered IP with respect to Permitted Uses and Permitted Works;
- (c) and for the sake of clarity, such licence and covenant in this sub-section 4.A.1 regarding Covered IP includes the combination or incorporation of a Permitted Use or Permitted Work with or into unlicensed functions or parts of a use or work, **but only** extends to those specific functions or parts of a use or work that qualify as a Permitted Use or Permitted Work;

(2) and Participant and its Affiliates:

- (a) grant **GS1 Beneficiaries** a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, irrevocable, non-sublicensable,

non-transferable licence to develop, test, publish, implement, distribute, and determine compliance with **Standards**, and to publish Collateral Materials and Standards (including the submission of Standards to other standards development organisations), all of which uses are understood and agreed to be Permitted Uses hereunder;

(b) perpetually, irrevocably and unconditionally covenant not to assert against **GS1 Beneficiaries** any claims of infringement of Covered IP with respect to any of the foregoing Permitted Uses;

(c) and for the sake of clarity, such licence and covenant in this sub-section 4.A.2 regarding Covered IP includes the combination or incorporation of a Permitted Use or Permitted Work with or into unlicensed functions or parts of a use or work, **but only** extends to those specific functions or parts of a use or work that qualify as a Permitted Use or Permitted Work.

B. Reciprocity Required

(1) Notwithstanding any other terms herein, it is an essential condition of a party receiving the licence and covenants granted under the Licence Terms (the "Benefiting Party") that such Benefiting Party grant a reciprocal licence and covenants to all other Benefiting Parties with respect to the same Standard available on royalty-free terms or other terms substantially equivalent to the Licence Terms, as applicable ("Reciprocal Licence").

(2) In addition, Benefiting Parties, by virtue of taking the benefit of the Licence Terms, shall grant and shall be deemed to have granted a Reciprocal Licence to all other Benefiting Parties.

(3) For purposes of clarity, an implementing party has no obligation to grant a Reciprocal Licence if such party does not own intellectual property that would be infringed by an implementation of a required portion of the Standard.

C. Covered Parties May Not Charge Others for the Benefit of the Licence

(1) For the sake of clarity, Covered Parties are expressly prohibited from charging a fee to any other party (i) to obtain the benefit of or to use a licence granted hereunder with respect to Covered IP, and/or (ii) to use or access GS1 Standards, which are provided freely by GS1.

(2) However,

- (a) parties that qualify as Implementers under sections 2.K.iii or 2.K.iv (Implementer) are permitted to charge a fee for such certification, testing, compliance, design, development, execution, or implementation services;
- (b) and nothing herein precludes a Covered Party from licensing their own intellectual property outside the scope of this IP Policy.

D. Copyright in Standards and Collateral Materials

- (1) Participant and GS1 agree that to the extent that any content of any Standard or Collateral Materials is not already covered by Licence Terms applicable to and benefiting GS1, GS1 owns and reserves all worldwide copyrights in such content, including all rights to make and exploit derivative works of such content, as its sole and exclusive intellectual property ("GS1 Remainder Copyright").
- (2) To the extent that a Covered Party requires a licence from GS1 regarding the GS1 Remainder Copyright in order to engage in a Permitted Use of Covered IP or to create a Permitted Work in compliance with this IP Policy, GS1 hereby grants to such Covered Party a limited, non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, irrevocable, non-sublicensable, non-transferable licence solely for that limited purpose.

5. Participant Disclosure

- A. Notice of anticipated ratification. Participants in the Work Group shall be provided with at least thirty (30) days' notice prior to the anticipated date of ratification of the Standard.
- B. IP Declaration. In the event that Participant is unwilling to grant the licences and covenants provided under section 4.A (Royalty-Free Licences and Covenants) with respect to a given draft Standard or work-in-progress, (a) Participant shall provide written notice to GS1 disclosing and identifying the specific patent claims or patent application claims or other intellectual property believed to be implicated in the proposed Standard, and which Participant wishes to exclude from the above-referenced royalty-free licences and covenants (sec. 4.A); and (b) such notice shall conform with (i) the forms made available to Participants by GS1 for the submission of such notice, and (ii) any other requirements, including timing requirements, provided herein ("IP Declaration").
- C. IP Declaration timing requirement. IP Declarations, if any, must be submitted to GS1 prior to the anticipated ratification date stated by

the Work Group for the corresponding draft Standard; failure to submit an IP Declaration by that deadline shall be deemed agreement to the royalty-free Licence Terms provided herein. Upon receiving any IP Declaration, GS1 reserves the right to place on hold all further progress toward ratification of a Standard until any issues relating to such IP Declarations or related licensing are evaluated and resolved.

- D. Portions of draft Standard. Participant's IP Declaration shall clearly identify the portions of the draft Standard that correspond to each identified claim for which the Participant is unwilling to grant the licences and covenants provided under section 4.A (Royalty-Free Licences and Covenants).
- E. GS1 discretion. Upon receiving a timely and compliant IP Declaration, GS1 shall have the discretion to (1) return the draft Standard to the Work Group for revision to avoid the identified claim(s), (2) to decline to ratify the Standard, or (3) to proceed under the provisions of section 5.G (Reasonable and Non-Discriminatory Licensing). This section 5.E defines "GS1's IP Declaration Discretion."
- F. Deemed consent. In the event that Participant fails to provide a compliant or timely IP Declaration in accordance with section 5.B (IP Declaration), this section 5.F shall constitute Participant's consent to the provisions of section 4.A (Royalty-Free Licences and Covenants).
- G. Reasonable and Non-Discriminatory (RAND) Licensing
 - (1) At GS1's sole discretion, upon receiving a compliant IP Declaration in accordance with section 5 (Participant Disclosure), GS1 will determine whether any subject matter of any claim identified in such IP Declaration nevertheless shall be included in the Standard.
 - (2) In such circumstances, Participant hereby agrees to license such Covered IP on reasonable and non-discriminatory ("RAND") terms, which terms shall include a licence and covenant to such Covered IP of the same scope as the licence and covenant set forth in section 4.A (Royalty-Free Licences and Covenants). The Standard shall identify the Covered IP available for such licence, consistent with the corresponding IP Declaration.
- H. Publication of IP Declarations
 - (1) Because IP Declarations are submitted for consideration in order to establish RAND licences that will be publicly disclosed, the expectation is that IP Declarations will contain no confidential information. As such, Participant acknowledges that GS1 may, at its sole discretion, publish any IP Declarations to other Participants of the Work Group and to the general public.

- (2) Consistent with sub-part (1) above, if Participant needs to submit an IP Declaration regarding non-public confidential information contained in an as-yet-unpublished patent application, (a) the Participant may submit an IP Declaration that contains as much information as the Participant is willing to disclose publicly, including (i) the patent application number and (ii) an explanation of why, if the patent is granted, the patent claims would support Participant's right to assert a RAND licence regarding the GS1 Standard at issue, and (b) GS1 will evaluate the IP Declaration consistent with the terms defining GS1's IP Declaration Discretion (sec. 5.E). The unpublished patent application shall remain the Participant's confidential information until such time as the corresponding patent authority publishes it or Participant chooses to make it public.

6. Termination and Withdrawal

A. Effective until terminated

Unless terminated as provided in this section 6 (Termination), this IP Policy shall remain in full force and effect.

B. Withdrawal or Termination by Participant

- (1) Participant may **withdraw** from participation in a Work Group at any time by submitting thirty (30) days' advance written notice of such withdrawal to GS1 identifying which Work Groups are covered by such notice. Licence grants and covenants by other participants in such Work Groups under sections 4.A (Royalty-Free Licences and Covenants) and 5.G (Reasonable and Non-Discriminatory Licensing) shall remain in full force and effect as to the withdrawn Participant only to the extent that the party is an Implementer or other beneficiary herein.
- (2) Participant may **terminate** this IP Policy insofar as it applies to the Participant by submitting three (3) weeks' advance written notice of termination to GS1. Upon such termination, such Participant shall no longer be a Participant and shall no longer be a member of or have access to any Work Group meetings, documents or other Work Group activities or resources.

C. Termination by GS1 of Participant Access to a Work Group

- (1) GS1 may **terminate** Participant's access to any or all Work Groups (and/or terminate the IP Policy insofar as it applies to Participant) upon written notice to Participant if (a) Participant breaches this IP Policy or any GS1 agreement governing participation, fails to comply with the GS1 GSMP code of conduct,

as determined by GS1, and (b) such breach or conduct remains uncured, as determined by GS1, for thirty (30) days after Participant receives written notice from GS1 describing such breach or improper conduct.

- (2) GS1 may **terminate** Participant's access to any or all Work Groups, and/or terminate the IP Policy insofar as it applies to Participant, if Participant or its Affiliates (or any third party acting on Participant's or its Affiliates' behalf) commences litigation or files, maintains, or voluntarily participates in a lawsuit against any Implementer or GS1 Beneficiary alleging direct or indirect infringement by a Permitted Use or Permitted Work or portion thereof, unless such litigation or other lawsuit was brought to enforce the provisions of this IP Policy. Any such GS1-initiated termination shall be effective as of the date of the initiation of the litigation or other lawsuit.

D. Return of documents. Upon termination of the IP Policy or withdrawal from participation in any Work Group(s), Participant shall immediately return or destroy all materials received as a Participant in the corresponding Work Group(s).

E. Survival of Licences and Covenants

(1) Survival

Notwithstanding sections 6.B (Withdrawal or Termination by Participant) and 6.C (Termination by GS1), and except as otherwise provided herein, Participant's agreement to grant licences and covenants as provided in sections 4.A (Royalty-Free Licences and Covenants) and 5.G (Reasonable and Non-Discriminatory Licensing) shall remain in full force and effect in perpetuity: (a) regarding material included in a draft Standard or discussed in the corresponding Work Group up to and including Participant's Last Date of Participation (defined in sub-sec. 6.E.2), for which Participant had not given notification under section 5 (Participant Disclosure), even if the Standard is ratified after the date of Participant's withdrawal or termination; and (b) for any Contribution made by the withdrawing or terminating Participant to the Standard prior to the effective date of termination. No licence granted under section 4.A (Royalty-Free Licences and Covenants) shall survive Participant's withdrawal or termination for Contributions not incorporated into, or withdrawn from, the Standard.

(2) Last Date of Participation defined

- (a) In the event that Participant repeatedly joins and withdraws from a Work Group or repeatedly signs and terminates the IP Policy with respect to them (or the IP Policy is terminated with respect to them), for the purposes of this section 6.E.2, Participant's "Last Date of Participation" in a Work Group means the later of: (i) the date of Participant's last withdrawal from that Work Group, (ii) the date of the last termination of the IP Policy with respect to Participant while they were a member of that Work Group, or, (iii) if the Participant rejoined a Work Group and has not subsequently withdrawn or terminated the IP Policy, then the most recent date of Participant's ongoing membership in that Work Group.
- (b) As such, Participant's participation in a Work Group shall be treated as if there were no gaps between (i) the first date on which Participant joined the Work Group and (ii) Participant's Last Date of Participation (as defined above).¹

7. Representations, Warranties and Covenants

- A. Participant represents and warrants that during the term of this IP Policy: (a) it has all requisite legal right, power and authority to execute, deliver and perform its obligations under this IP Policy and to cause its Affiliates to perform the acts required by this IP Policy, and to grant the licences, covenants and other rights granted hereunder on its own and on behalf of its Affiliates; (b) it has not granted and will not grant any licences or other rights, and there are no other agreements, that would prevent or impair the licences, covenants or other rights granted hereunder; and (c) neither Participant nor any of its Representatives shall submit a Contribution that the party knows or reasonably should know infringes, or the implementation of such contribution would infringe, the patent, copyright, trade secret or other intellectual property rights of any other participant or third party. Notwithstanding sub-part (c) of this section 7.A, Participant and its Representatives have no obligation to conduct a patent search to ensure non-infringement of their Contributions.
- B. Participant and its Affiliates (a) shall not grant or assign any rights to any Covered IP that are inconsistent with the licences provided under

¹ By way of explanation, and for purposes of clarity, the parties understand and agree that it is not logistically feasible for GS1 to track a given Participant's Contributions or other intellectual property of Participant in relation to repeated withdrawals from and re-entry into Work Groups, or repeated terminations and re-executions of the IP Policy. Therefore, for purposes of practicality, Section 6.D defines Participant's participation as having no gaps between Participant's first entry into a Work Group and Participant's Last Date of Participation with respect to that Work Group.

this IP Policy and (b) shall not (i) take, or fail to take, any action that results in circumventing, or (ii) assist any third party in circumventing, Participant's and its Affiliates' obligations hereunder.

- C. Participant agrees to take, and to cause its Affiliates and any assignee of any rights under any Covered IP to take, all actions (including the execution and delivery of documents) necessary, or reasonably requested by GS1, to (a) evidence, protect, defend and enforce the licences, covenants or other rights granted hereunder and to (b) otherwise carry out the purposes of this IP Policy.

8. Optional: Contribution of Non-Essential IP

There may be situations in which Participant has IP that is not needed for the implementation of a required portion of a Standard ("non-essential IP"), but the non-essential IP could usefully augment or benefit the implementation of such Standard, and Participant wishes to offer a licence to its non-essential IP for that purpose. In such a case, at GS1's sole discretion, GS1's may determine whether to recognise such offers. If GS1 chooses to recognise non-essential IP licence contributions, the corresponding licence terms will not be referenced or recorded within the indicated Standard itself, but GS1, at its sole discretion, will maintain a record of such licence terms and will make those terms available to Covered Parties via GS1's website or other means.

9. Other Provisions

A. No Transfer

Neither Participant nor GS1 may transfer or assign any of its rights or obligations under this IP Policy without the prior written consent of the other party, and such consent shall not be unreasonably withheld. This IP Policy shall be binding upon Participant and GS1 and their respective heirs, successors, assigns, agents, and representatives.

B. No Joint Venture

Nothing contained in this IP Policy and no action taken by Participant pursuant to this IP Policy (a) shall be deemed to render Participant, its Affiliates or any of its Representatives an employee, agent or representative (i) of GS1, GS1's Affiliates or representatives or (ii) of any other participant or their respective Affiliates or representatives, or (b) shall be deemed to create a partnership, joint venture or syndicate among or between (i) Participant, its Affiliates or Representatives, (ii) GS1, its Affiliates or representatives, or (iii) any other participant, Affiliate or representative.

C. Governing Law; Dispute Resolution

- (1) This IP Policy shall be governed by and construed in accordance with the laws of England and Wales, excluding choice-of-law and conflict-of-law principles that would cause the application of the laws of any other jurisdiction.
- (2) Subject to the terms herein, this IP Policy may be asserted by any Covered Party against Participant as a binding admission in defence of a claim of infringement in any jurisdiction.
- (3) In the event of any controversy, claim, or dispute between GS1 and Participant arising out of or relating to this IP Policy, GS1 and Participant will first attempt to resolve such dispute in good faith by negotiation and consultation by appropriate representatives designated by each of GS1 and Participant for a period of sixty (60) days following the designation of such representatives, which period may be extended upon mutual written agreement of GS1 and Participant.

D. Integration; Waiver; Invalidity

- (1) Integration. This IP Policy supersedes and replaces any and all prior representations, agreements and understandings relating to participation in any Work Group, including any prior version of this IP Policy, and shall have retroactive effect to the fullest extent permissible by applicable law beginning on the earliest date of Participant's participation or other development of any Standard in any Work Group.
- (2) Waiver. The observance of any provision of this IP Policy may not be waived without express written consent of GS1 and Participant.
- (3) Amendment. This IP Policy may be amended from time to time by GS1 upon providing public written notice on its website or via direct written notice to Participant, provided that such amendment shall be applicable to all participants; or may be otherwise amended upon the express written consent of both GS1 and Participant.
- (4) Invalidity. The failure by GS1 or Participant to enforce any provision of this IP Policy will not constitute a waiver of future enforcement of that or any other provision. If any provision of this IP Policy shall for any reason be held invalid, illegal or unenforceable in any respect under applicable law, such invalid, illegal or unenforceable provision shall be limited or excluded from this IP Policy to the minimum extent required so that this IP Policy shall otherwise remain in full force and effect and enforceable in accordance with its terms.

E. Construction; Headings

No rule of construction that disfavors the drafting party will apply to this IP Policy. For the purpose of the construction and interpretation of this IP Policy, (a) "including" and similar words mean "including but not limited to", (b) the use of "or" will not be deemed to be exclusive, and (c) infringement will include both direct and indirect infringement. Headings and captions are for convenience only and are not to be used in the interpretation of this IP Policy.

[Continued on next page.]

For viewing purposes only, do not sign.

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

[Click here](#) to request to sign the IP Policy or cut/paste this URL:

https://gs1ipadmin.na1.echosign.com/public/esignWidget?wid=CBFCIBAA3AAABLbIqZhBcjwlyBI1m-7X60ryzegPmNNbjKx23mfPpOqpGJ73_wXfAmMsUqzliWYg8q2rp6bE*

For viewing purposes only, do not sign.