

Nonvoting Membership Agreement

Effective Date: September 29, 2022

This Membership Agreement (“**Agreement**”) is entered into by and between [_____], a [_____] with a principal place of business located at [_____] (“**Company**”) on the one hand and UnitVisID Alliance, Inc., a Delaware nonstock corporation on the other hand (“**Alliance**”), and confirms Company’s rights and obligations in connection with its participation in the Alliance. Each of Company and the Alliance may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

Effective Date

This Agreement includes amendments made to the Alliance’s existing Membership Agreement for Non-voting Members as that term is defined in the Alliance Bylaws (“**Amendments**”). The Effective Date of this Agreement for members executing this Agreement shall be the date this Agreement is countersigned by the Alliance, unless Company is an existing Non-voting Member of the Alliance, in which case the effective date of the Amendments shall be the date indicated above. For the avoidance of doubt, with respect to Non-voting Members existing as of the Effective Date above, the Amendments shall not alter such Non-voting Members’ existing Renewal Dates for purposes of invoicing, if any membership fees become required for Non-voting Members.

Purpose of the UnitVisID Alliance

The Alliance will establish a certification program for industry participants to demonstrate that such industry participants comply with industry specifications promulgated by the Alliance for the use of RFID technology in labelling and tracking pharmaceutical products. Company, as a Non-voting Member of the Alliance, shall be entitled to participate in working groups or committees as determined by the Board of Directors.

Governance

The Alliance is a membership organization that is subject to its Certificate of Incorporation and Bylaws. The business affairs of the Alliance are managed by its “**Board of Directors**” in accordance with the Bylaws. The Certificate of Incorporation, the Bylaws, this Agreement, and all other policies and procedures applicable to the Alliance’s activities and operations and duly adopted by the Alliance are referred to herein as the “**Governance Documents**.” All Governance Documents including those that may be adopted or amended after the Effective Date are posted at <https://UnitVisID.com/governance/>. Company agrees that it will be a Non-voting Member of the Alliance (as defined in the Bylaws) during the Membership Term (as defined below), and to abide by all Governance Documents that are or become effective during the Membership Term. The Alliance will notify Company in writing upon the adoption of any new Governance Document or of an amendment to an existing Governance Document, including this Agreement, at least forty-five (45) days prior to the effective date of any such new or amended Governance Document (the “**Governance Document Notification Period**”).

For purposes of this Agreement, the term “**Non-voting Member**” means Company and its Affiliates where “**Affiliates**” means any entity that is controlled by, under common control with, or that controls the subject party. For purposes of this

Agreement, “**control**” means direct or indirect control of more than fifty percent (50%) of the voting power to elect directors of a corporation or, for any other entity, the power to direct management of such entity.

Membership Term

The term of Company’s membership will commence on the Effective Date hereof and will continue for one (1) year unless terminated earlier in accordance with this Agreement (the “**Initial Membership Term**”). At the conclusion of the Initial Membership Term, membership will automatically renew for successive one (1) year terms (the duration of each such term, a “**Renewal Term**”), unless either Alliance or Company provides written notice to the other Party of its intent not to renew not less than thirty (30) days prior to the end of the then-current term (the Initial Membership Term or any Renewal Term, as applicable). The “**Membership Term**” refers to the duration of the Initial Membership Term and any Renewal Terms.

Termination

Either Party may terminate this Agreement (and accordingly, Company’s membership in the Alliance) at will, upon not less than thirty (30) days prior written notice to the other Party, in accordance with the Bylaws (“**Termination Notice**”). Company will remain obligated to pay all dues and other assessments, if any, that are due and payable prior to the date of termination or expiration of this Agreement.

Funding and Responsibilities of Company

Company hereby agrees to pay to the Alliance the current annual membership fee, if any, applicable to the Company’s membership category as set forth on Alliance’s Fee Schedule which may be accessed at <https://UnitVisID.com/governance/fee-schedule/> (the “**Membership Fee**”). The Alliance reserves the right to modify the Membership Fee on an annual basis on at least thirty (30) days’ notice prior to the end of the then-current term (the then-current Initial Membership Term or Renewal Term, as applicable).

All Membership Fees, if any, are due and payable in full no later than the first day of the then-current Renewal Term without setoff or deduction of any kind by wire transfer of immediately available funds to the account specified by Alliance. The Alliance will invoice each Non-voting Member, if required, sixty (60) days prior to its Renewal Term. The Alliance may suspend performance of this Agreement and all membership rights and benefits without liability for Company’s failure to pay the applicable Membership Fee on a timely basis, immediately and without notice, until all delinquent payments have been paid by Company. The Alliance may additionally terminate this Agreement upon thirty (30) days written notice if Company fails to pay its applicable Membership Fee on a timely basis. The Membership Fees do not include, and Company shall pay, any sales, use, property, value-added, goods and services or other taxes (excluding taxes based upon the net income of Alliance) in connection with this Agreement.

Company will, during each of (i) the Initial Membership Term and (ii) each Renewal Term, participate in at least (a) one Member Forum and (b) one Research Survey. The term “**Member Forum**” means an event designated by the Alliance as a “Member Forum” and to which the Alliance invites a number of hospital organization members to provide insights to the Alliance’s non-hospital organization members (such as pharmaceutical and healthcare technology companies). The term “**Research Survey**” means a survey or questionnaire prepared by or on behalf of the Alliance to be completed by members, which the Alliance may use to prepare conclusions, reports or other data (“**Survey Data**”). As between the Parties, the Alliance owns and has all right, title and interest in and to all Survey Data.

Expenses

Company will be responsible for and bear all of its own expenses incurred at any time in connection with its participation in the Alliance, including but not limited to the costs of Company's involvement in attending meetings and reviewing documentation.

Publicity

Unless expressly permitted by the Governance Documents, Company may not publicize any information pertaining to the Alliance or its members without prior written permission of the Alliance, provided that Company is free to state that it is a member of the Alliance during the Membership Term. The Alliance may list Company as a member on its website and any other marketing or promotional materials of the Alliance. From time-to-time the Alliance may host events or activities in which Non-voting Members are invited to participate and Company voluntarily chooses to participate. Company hereby agrees that any images, audio, video or audiovisual materials that include Company representatives participating on behalf of Company in such events or activities may be reproduced, distributed, published, displayed, performed or otherwise included in any promotional or educational materials of the Alliance including publication on its website.

Code of Conduct

The Alliance supports a respectful, inclusive environment where its members may debate different views and approaches. To foster such an environment, Company, on behalf of itself, and those representatives Company employs to participate in Alliance activities shall: act in a professional manner; be respectful of others and a diversity of views; support consensus-building and final decisions once made; act ethically, honestly, and in good faith; refrain from harassment, coercion, and threats; and in general act in a way that is not disruptive to others engaging in Alliance activities. Upon notice, the Alliance may suspend Company or any of its representatives who fail to abide by this code of conduct from the relevant Alliance activity(ies). Company may be granted an opportunity to cure such failure, and at the discretion of the Alliance, the Alliance may end the suspension.

Entire Agreement

This Agreement along with the other Governance Documents constitute the entire agreement among the Parties and supersedes all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties on the subject matter hereof. This Agreement may be amended as set forth herein. Company will be bound by and obligated under the amended Agreement unless Company provides a Termination Notice prior to the end of the Governance Document Notification Period. No provision of this Agreement will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. After this Agreement terminates or expires, the terms of this Agreement that expressly or by their nature contemplate performance after termination or expiration shall survive and continue in full force and effect.

Counterparts

This Agreement will be executed by the Parties in counterparts, each of which will be considered an original but all of which together will constitute one (1) agreement. Each Party agrees that the electronic signatures, in any form or format, included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. For the purposes of this provision, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including e-mail signatures, PDF signature pages and processes developed by electronic signature services (e.g., DocuSign, SmartSheet).

Governing Law

This Agreement, and any matter arising out of or related to this Agreement (whether sounding in contract, equity, tort, fraud, statutory claims or otherwise) will be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever (whether sounding in contract, equity, tort, fraud, statutory claims or otherwise) against the other Party in any way arising from or relating to this Agreement in any forum other than the United States District Court for the District of Delaware or, if such court does not have subject matter jurisdiction, the courts of the State of Delaware, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the United States District Court for the District of Delaware or, if such court does not have subject matter jurisdiction, the courts of the State of Delaware. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Independent Contractors

The relationship among the Parties is and will be that of independent contractors. Nothing in this Agreement will create any association, partnership, joint venture or employer-employee relationship between the Parties. No Party will hold itself out as an agent or employee of the other Party nor make any statements, representations, warranties or commitments of any kind, or take any action that will be binding on the other Party.

No Third-Party Beneficiaries

This Agreement does not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, Governance Documents may be adopted by the Alliance that provide third party beneficiary rights in certain limited circumstances.

Notices

Any notices required or permitted hereunder will be in writing and sent via e-mail to the e-mail addresses set forth below. Company must designate an Authorized Representative for the receipt of notices hereunder. Company agrees and acknowledges that it is solely responsible for keeping the Alliance apprised of any changes to its Authorized Representative or the appropriate email addresses for notices under this Agreement. Notices sent in accordance with this provision will be deemed to have been delivered and effective when sent via e-mail. Either Party may change their respective notification addresses by providing Notice in accordance with this Section. The Alliance will have no liability related to Company's failure to notify the Alliance of any changes to its Authorized Representative or notification addresses.

NOTICE TO Company

	Name	Email
Authorized Representative		
With copies to (optional)		

NOTICE TO UNITVISID ALLIANCE, INC.

	Name	Email
Authorized Representative	Executive Director and President	Hello@UnitVisID.org

Signatures

The Agreement is agreed to and accepted by the following Parties:

[Company]

Signature	
Name	
Title	
Date	

[UnitVisID Alliance, Inc.]

Signature	
Name	
Title	
Date	