

Amended and Restated Membership Agreement



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 DoseID Consortium, Inc., a Delaware nonstock corporation on the other hand (“**Consortium**,”), and confirms Company’s rights and obligations in connection with its participation in the Consortium. Each of Company and Consortium may be referred to individually as a “**Party**” and collectively as the “**Parties**”. This Agreement will become effective on the date when it is countersigned by the Consortium as indicated below (“**Effective Date**”).

Purpose of the DoseID Consortium

The Consortium will establish a certification program for industry participants to demonstrate that such industry participants comply with standards promulgated by the Consortium for the use of RFID technology in labelling and tracking pharmaceutical products.

Governance

The Consortium is a membership organization that is subject to its Certificate of Incorporation and Bylaws. The business affairs of the Consortium 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 Consortium’s activities and operations and duly adopted by the Consortium 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://doseid.com/governance/>. Company agrees that it will be a member of the Consortium with voting rights pursuant to Section 2.1 of the Bylaws (“**Voting Member**”) of the Consortium during the Membership Term (as defined below), and to abide by all Governance Documents that are or become effective during the Membership Term. The Consortium 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**”). Company agrees that its rights with respect to the Consortium will be exercised only via its participation in the meetings of the Voting Members, and such other meetings as it may be invited to participate in by the Board of Directors.

For purposes of this Agreement, the term “**Voting Member**” means each party executing this Agreement including 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 Consortium 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 Consortium) 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 Consortium the current annual membership fee, if any, applicable to the Company's membership category as set forth on the Consortium's Fee Schedule which may be accessed at <https://doseid.com/governance/fee-schedule/> (the "**Membership Fee**") per annual term (Initial Term or Renewal Term, as applicable) during the Term. Consortium reserves the right to modify the Membership Fee on an annual basis during the Term on at least sixty (60) 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 Initial Membership Term or Renewal Term, as applicable, in each case without setoff or deduction of any kind by wire transfer of immediately available funds to the account specified by Consortium. The Consortium will invoice Company sixty (60) days prior to its Renewal Term. The Consortium 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 Consortium 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 Consortium) in connection with this Agreement.

Expenses

Company will be responsible for and bear all of its own expenses incurred at any time in connection with its participation in Consortium, 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 Consortium or its members without prior written permission of the Consortium, provided that Company is free to state that it is a member of the Consortium during the Term. The Consortium may list Company as a member on its website and any other marketing or promotional materials of the Consortium. From time-to-time the Consortium may host events or activities in which Company may voluntarily choose 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 Consortium including publication on its website.

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 Consortium 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 Consortium 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 Consortium will have no liability related to Company’s failure to notify the Consortium of any changes to its Authorized Representative or notification addresses.

NOTICE TO Company

	Name	Email
Authorized Representative		
With copies to (optional)		

NOTICE TO DOSEID CONSORTIUM, INC.

	Name	Email
Authorized Representative	Tim Kress-Spatz, President	legal@doseid.com

Signatures

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

[Company]

Signature	
Name	
Title	
Date	

[DoseID Consortium, Inc.]

Signature	
Name	Tim Kress-Spatz
Title	DoseID President
Date	