

**RAIN ALLIANCE INC.**  
**MEMBERSHIP AGREEMENT**  
(the “Membership Agreement”)

Between:	<b>RAIN Alliance Inc.</b> a Delaware non-profit corporation 401 Edgewater Place, Suite 600 Wakefield, Massachusetts 01880 USA (“RAIN Alliance”)	<b>[FULL MEMBER NAME]</b> a [country/state] [entity type] [ADDRESS] [CITY, ST ZIP COUNTRY] (“Member”)
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(Each of RAIN Alliance and Member a “Party”, and collectively, the “Parties”)

“Membership Class”\* (select one):      “Annual Membership Fee”\*\*:

_____ Regular Member	<u>Annual Gross Revenue</u>	<u>Annual Membership Fee</u>
<u>Select applicable sub-class</u>	_____ Less than US\$ 10 Million	US\$ 2,500.00
	_____ US\$ 10-24.99 Million	US\$ 6,250.00
	_____ US\$ 25-49.99 Million	US\$ 12,500.00
	_____ US\$ 50-99.99 Million	US\$ 18,750.00
	_____ US\$ 100-249.99 Million	US\$ 31,250.00
	_____ US\$ 250-499.99 Million	US\$ 43,750.00
	_____ US\$ 500 Million and above	US\$ 62,500.00
	_____ User Member	US\$ 7,500.00
_____ Regular Member (Affiliate)	Same as Regular Member (select applicable sub-class above).	
_____ Nonprofit Member	US\$ \$2,500.00	
_____ Academic Member	US\$ \$500.00	
_____ Limited Member	US\$ \$1,000.00	
_____ Associate Member	US\$ \$1,000.00	

\* Please refer to Exhibit A for descriptions of each Membership Class.

\*\* The invoice for the Annual Membership Fee will reflect any applicable discounts for AIM members.

RAIN Alliance and Member agree as follows:

Capitalized terms not otherwise defined herein shall have the meaning provided in the Organizational Documents.

1. Organizational Documents. In addition to the terms of this Membership Agreement, Member agrees to also comply with the terms and conditions of the following documents, as may be amended or supplemented by RAIN Alliance from time to time in accordance with the Bylaws, and all of which are incorporated herein by reference (collectively, the “Organizational Documents”, which are available for review upon request to RAIN Alliance or on the RAIN Alliance website at rainfid.org:

- The Bylaws of RAIN Alliance Inc. (the “Bylaws”);
- The Certificate of Incorporation of RAIN Alliance Inc.; and

- Any other policies and procedures that RAIN Alliance adopts that are applicable to membership in RAIN Alliance in the Membership Class selected by Member above.

Member represents that it has reviewed these materials prior to execution of this Membership Agreement.

2. Term; Membership Dues. The term of Membership in RAIN Alliance for each Membership Class described above shall be for one (1) year, expiring on the one-year anniversary of the Effective Date, unless renewed for an additional one-year term by payment by Member of the then-current Annual Membership Fee for such renewal term in response to an invoice provided by RAIN Alliance. Member agrees that all RAIN Alliance Annual Membership Fees under this Membership Agreement and the Organizational Documents are nonrefundable for any reason, including termination of Member's membership and/or this Membership Agreement. Failure to make a timely renewal payment of the Annual Membership Fee shall be cause for immediate termination by RAIN Alliance of this Membership Agreement and all benefits afforded at the Membership Class selected above. RAIN Alliance may adjust the Annual Membership Fees from time to time. Except as may be otherwise provided in the Bylaws or in applicable law, neither RAIN Alliance or Member is obligated to renew this Membership Agreement or Member's membership in RAIN Alliance.

Notwithstanding the foregoing, if Member is transitioning from a membership in the former RAIN RFID Alliance of AIM, the initial term of this Agreement shall be adjusted to reflect the remainder of the RAIN RFID Alliance membership. Subsequent renewal terms shall then be one (1) year each.

3. Electronic Delivery of Notices. Member agrees that it consents to accept delivery by electronic mail (email) for all notices arising from or related to its Membership, as provided in the Bylaws. Member shall be responsible for making any necessary technical or other arrangements to receive such notices electronically.

4. Personal Information. Information relating to an identified or identifiable natural person ("**Personal Information**") is collected herein to permit RAIN Alliance to contact the member, in connection with this Membership Agreement, Member's membership status, or other matters arising from or related to Member's participation in RAIN Alliance as a Member. A party located in a region or jurisdiction providing rights regarding Personal Information (including, but not limited to, the European Union or Economic Area and the State of California) and wishing to exercise such rights under the applicable law or regulation (including, but not limited to, the General Data Protection Regulation (GDPR) and the California Privacy Protection Act (CPPA)) with respect to such Personal Information may contact [info@rainrfid.org].

5. Name and Logo. Member hereby grants to RAIN Alliance the right to reproduce, use, and display Member's company name and logo on the RAIN Alliance website and in press or other public collateral solely regarding Member's membership in RAIN Alliance and for no other purpose without the prior written approval of Member. RAIN Alliance will make reasonable efforts to use and display Member's logo pursuant to logo guidelines provided to RAIN Alliance in writing, or pursuant to requests provided in writing by Member. Member shall provide RAIN Alliance with suitable logo artwork within thirty (30) days of the Effective Date.

6. Dispute Resolution. Any claim or dispute arising from or relating to this Membership Agreement (a "**Dispute**") shall be governed by the internal substantive laws of the State of Massachusetts, without regard to principles of conflict of laws. Any Dispute shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect, except as modified herein (the "**Rules**"). The place of the arbitration shall be Boston, Massachusetts, and the language shall be English. There shall be a single neutral and impartial arbitrator, who shall be selected by the applicable procedure in the Rules unless the Parties otherwise agree to an arbitrator within thirty (30) days of either Party invoking arbitration. The award shall be final and binding upon the parties and shall be the sole and exclusive remedy between the parties regarding the Dispute. Judgment upon the award may

be entered in any court having jurisdiction over any party or any of its assets. The Parties shall equally share the expense of the arbitration process, but shall each pay their own attorney fees.

7. Legal Compliance. RAIN Alliance and Member shall each comply with all applicable laws, rules, and regulations in their respective conduct of and participation in RAIN Alliance activities.

8. Termination. This Membership Agreement may be terminated by Member at any time upon written notice to RAIN Alliance, though all monies due and payable to RAIN Alliance (including, but not limited to, the Annual Membership Fee) prior to such termination shall remain due and payable without reduction or proration, and no refund of monies paid to RAIN Alliance prior to such termination (including, but not limited to, the Annual Membership Fee) shall be available to Member as a result of such termination.

9. General. This Membership Agreement, including the Organizational Documents, represents the entire agreement of the Parties regarding Member's membership in RAIN Alliance. This Membership Agreement may not be modified except by written agreement of the Parties. If any provision of this Membership Agreement is found by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect. This Membership Agreement is between Member and RAIN Alliance and is not intended to give rise to third-party beneficiary rights to any other party, including to other members of RAIN Alliance. Member shall be fully responsible for the conduct of its employees, contractors, or other representatives participating in RAIN Alliance under this Membership Agreement as if such conduct were Member's own.

This Membership Agreement is effective upon (i) execution of this Membership Agreement by an authorized representative of RAIN Alliance, and (ii) receipt by RAIN Alliance of the initial Annual Membership Fee associated with the Membership Class selected above. By signing below, the individual executing this Membership Agreement on behalf of Member represents and warrants that he or she has all requisite signing authority for and on behalf of Member to seek Membership in RAIN Alliance and execute this Membership Agreement.

[SIGNATURE BLOCK ON FOLLOWING PAGE.]

**IN WITNESS WHEREOF**, the undersigned parties have duly executed this Interim Agreement as of the Effective Date.

**RAIN ALLIANCE INC.**

**[FULL MEMBER NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(the “**Effective Date**”)

Payment information will be provided with the invoice for the applicable Annual Membership Fee.

**EXHIBIT A**  
**RAIN ALLIANCE MEMBERSHIP CLASSES**

**Regular Member**

Any entity may be a Regular Member.

Each Regular Member in good standing shall be entitled to:

- a) propose work efforts;
- b) attend all RAIN Alliance Member meetings;
- c) vote on all RAIN Alliance Member voting matters;
- d) receive discounts on meeting registration fees;
- e) display RAIN Alliance logos on the Member's website;
- f) include a link to the Member's website on the RAIN Alliance website;
- g) participate in product interoperability testing and indicate product compliance;
- h) participate in Workgroups, certification programs, and other RAIN Alliance work efforts;
- i) nominate persons (or have employees be nominated) to run for (i) seats on the Board of Directors and/or (ii) leadership positions in Workgroups; and
- j) opportunity to purchase ad space as appropriate in RAIN Alliance media.

A **User Member** is a Regular Member that is a user of, and not directly involved in the development or sale of, RFID technology. The RAIN Alliance President (as authorized by the Board of Directors) shall have sole discretion to determine whether any applicant meets the foregoing criteria.

**Regular Member (Affiliate)**

Among any pair or group of Regular Members who are Affiliates (as defined in the Bylaws) of each other (such pair or group, a Member Affiliate Group, as defined in the Bylaws), only one may be a Regular Member. The other(s) will be Regular Member (Affiliate). The Regular Member in any Member Affiliate Group (by default, the earliest-joining Member in the Member Affiliate Group) may be changed with written notice by the current Regular Member to RAIN Alliance. An Affiliate of a Regular Member may join at another non-voting level for which such Affiliate is eligible, if desired.

Each Regular Member (Affiliate) in good standing shall be entitled to the same rights and privileges as a Regular Member, EXCEPT that:

- a Regular Member (Affiliate) may NOT vote on RAIN Alliance Member voting matters; and
- a Regular Member (Affiliate) may NOT nominate persons (or have employees be nominated) to run for (i) seats on the Board of Directors and/or (ii) leadership positions in Workgroups.

**Nonprofit Member**

Eligibility to be a Nonprofit Member is limited to entities that have a noncommercial or public service mission, including, government agencies, quasi-governmental entities, research organizations, and trade or standards-development organizations. The RAIN Alliance President (as authorized by the Board of Directors) shall have sole discretion determine whether any applicant, whether or not legally organized as a nonprofit entity, meets the foregoing criteria.

Each Nonprofit Member, while in good standing, shall be entitled to:

- a) attend all RAIN Alliance Member meetings;
- b) display Corporation logos on the Member's website;
- c) include a link to the Member's website on the RAIN Alliance website;
- d) participate in product interoperability testing and indicate product compliance;
- e) participate in Workgroups, certification programs and other RAIN Alliance work efforts; and
- f) opportunity to purchase ad space as appropriate in RAIN Alliance media.

### **Academic Member**

Eligibility to be an Academic Member is limited to academic institutions. The RAIN Alliance President (as authorized by the Board of Directors) shall have sole discretion to determine whether any applicant, whether or not legally organized, meets the foregoing criteria.

Each Academic Member, while in good standing, shall be entitled to:

- a) attend all RAIN Alliance Member meetings;
- b) display RAIN Alliance logos on the Member's website;
- c) include a link to the Member's website on the RAIN Alliance website;
- d) participate in Workgroups, certification programs and other RAIN Alliance work efforts; and
- e) opportunity to purchase ad space as appropriate in RAIN Alliance media.

### **Limited Member**

Eligibility to be a Limited Member is limited to companies whose yearly revenue, for each year they participate as a Limited Member, is or is anticipated to be less than one million dollars (US\$1,000,000) per year or that have fewer than five (5) employees. Divisions of corporations whose annual revenues exceed one million dollars (US\$1,000,000) per year may not be Limited Members. The RAIN Alliance President (as authorized by the Board of Directors) shall have sole discretion to determine whether an applicant meets the foregoing criteria.

Each Limited Member, while in good standing, shall be entitled to:

- a) propose work efforts;
- b) attend all RAIN Alliance Member meetings;
- c) receive discounts on meeting registration fees;
- d) display RAIN Alliance logos on the Member's website;
- e) include a link to the Member's website on the RAIN Alliance website;
- f) participate in product interoperability testing and indicate product compliance;
- g) participate in Workgroups, certification programs and other RAIN Alliance work efforts; and
- h) opportunity to purchase ad space as appropriate in RAIN Alliance media.

### **Associate Member**

Eligibility to be an Associate Member is limited to entities that are not directly involved with RFID technology, but who provide a service to RAIN Alliance or to Members (*e.g.*, insurance companies,

recruiters/headhunters, etc.). The RAIN Alliance President (as authorized by the Board of Directors) shall have sole discretion to determine whether any applicant meets the foregoing criteria.

Each Associate Member, while in good standing, shall be entitled to:

- a) attend all RAIN Alliance meetings;
- b) display RAIN Alliance logos on the Member's website;
- c) include a link to the Member's website on the RAIN Alliance website;
- d) networking opportunities at RAIN Alliance Member meetings;
- e) sponsor RAIN Alliance events;
- f) opportunity to purchase ad space as appropriate in RAIN Alliance media.