

***Join today and owe nothing. All membership fees have been waived for the year 2010.***

## Company Information

### Company Name and Address

Company Name \_\_\_\_\_  
 We are a Parent Company of \_\_\_\_\_  We are a Subsidiary of \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_  
Web Site \_\_\_\_\_  
Brief description of our company, products and/or services \_\_\_\_\_

### Type of Business

- |                                      |   |  |
|--------------------------------------|---|--|
| <input type="checkbox"/> Producer    | <input type="checkbox"/> Broker             | <input type="checkbox"/> Trade Association |
| <input type="checkbox"/> Packer      | <input type="checkbox"/> Retailer           | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Processor   | <input type="checkbox"/> Operator           | <input type="checkbox"/> Other : _____     |
| <input type="checkbox"/> Distributor | <input type="checkbox"/> Technology Company |  |

## Contact Information

### Primary Representative

Name \_\_\_\_\_ Title \_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail \_\_\_\_\_ Preferred Choice of Contact:  E-mail  Phone  Fax

### Alternate Representative

Name \_\_\_\_\_ Title \_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail \_\_\_\_\_ Preferred Choice of Contact:  E-mail  Phone  Fax

## Membership Level – Select One



***This year only: New Primary Members Join FREE – all dues have been waived for 2010.***

**Primary Member** Packers and other entities or persons desiring to participate in the organization's administration, provide financial support, and participate in the technical development of standards.

#### Primary Member Annual Revenue Level

- |   |   |
|---|---|
| <input type="checkbox"/> Annual meat & poultry sales greater than \$1 billion       | <input type="checkbox"/> Annual meat & poultry sales \$125 million to \$250 million |
| <input type="checkbox"/> Annual meat & poultry sales \$500 million to \$1 billion   | <input type="checkbox"/> Annual meat & poultry sales less than \$125 million        |
| <input type="checkbox"/> Annual meat & poultry sales \$250 million to \$500 million |   |

**Associate Member** Entities or persons other than packers desiring to participate only in the technical development of standards. Associate members are always welcome to join and there is no membership fee.

## Submit Completed Application

**Mail:** Meat & Poultry B2B Data Standards Organization • Attn: Blake Ashby 739 Heman Ave, #3, MO 63130 USA  
**Fax:** (314) 725-3383      **E-mail:** ashby@primary.net      **Phone:** (314) 374-6826      **Web:** www.mpXML.org

# Application and Membership Agreement

The undersigned, hereinafter referred to as the "Member" hereby confirms, acknowledges, adopts and agrees to be bound by the terms and conditions of this Meat and Poultry B2B Data Standards Organization (mpXML) Membership Application and Agreement (the "Agreement") by and between the Meat and Poultry B2B Data Standards Organization (mpXML) (the "Corporation") and Member. This Agreement shall become effective on the date on which this Agreement is signed by the Member.

**Bylaws and Policies:** The Bylaws and written Policies of the Board of Directors of the Corporation, as each may be amended from time to time, are hereby incorporated by reference into this Agreement in their entirety. Member agrees at all times to be bound by the current version of the Bylaws and Policies of the Board of Directors of the Corporation.

**Termination:** This Agreement may be terminated by the Member or Corporation at any time in accordance with the Bylaws.

**Proprietary Rights:** Member understands that the goal of the Corporation is to develop voluntary data standards for the meat and poultry industry to be placed in the public domain for the benefit of industry members, business partners and the general public. Member hereby acknowledges that any data elements, specifications, protocol components or other documents, material or information provided by a Member may be incorporated in whole or in part into the Corporation's standards. Each Member hereby agrees not to provide or otherwise offer for use by the Corporation any information or material that is known to be proprietary and not freely available for public use without further charge, obligation, or restriction on use. Each Member hereby warrants that any information, documents, data or other materials it provides to the Corporation is non-proprietary and freely available, that the Corporation may use such information, documents, data or other materials perpetually royalty-free, and further that the Corporation may use, copy, modify, disclose, distribute, and otherwise use such information, documents, data or other materials in conjunction with the Corporation's goals and purposes.

**Possession of Rights:** Each Member agrees that it will not provide or otherwise offer to the Corporation any data elements, specifications, protocol components, or any other information or material to which such Member does not have the right or authority to so offer, license, assign or transfer.

**Ownership of Intellectual Property:** Member acknowledges that the Corporation is the sole owner of all standards, documents and written works it produces or creates. Member agrees not to use the Corporation's trademarks, copyrighted material or other intellectual property, except for materials designated by the Corporation as available in the public domain, without the express written permission of the Corporation.

**Indemnification:** Each Member agrees to indemnify the Corporation and hold it harmless from and against any and all liabilities, losses, costs, claims, demands, actions, or causes of action by the Member attributable to: (i) the inaccuracy or incompleteness of any data elements, specifications, protocol components, materials, documents or information provided by the Corporation; or (ii) any breach of this Agreement by such Member.

**Endorsement Prohibition:** No Member shall state or imply in any advertisement or other public communication that the Corporation endorses, recommends or supports the use of its product, or state or imply that the Corporation has determined that its product or service meets any recommended specifications.

**Notices:** Notices shall be sent to the Member at the address that appears in the listing of Members maintained by the Corporation. Notices sent to the Corporation shall be to the headquarters address of the Corporation as designated on the Contact Information page of the mpXML.org Internet web site.

**Entire Agreement/Waiver:** This Agreement, which incorporates the Bylaws and written Policies of the Board of Directors of the Corporation as amended from time to time, and which may be posted on the mpXML.org Internet web site, constitutes the entire agreement among the parties with the respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. Inconsistencies between this Agreement and the Bylaws or Policies of the Board of Directors shall be resolved in favor of the Bylaws or Policies. Delay or failure to enforce any right, power or privilege under this Agreement shall not constitute a waiver or impairment of such right, power or privilege.

**Amendments:** This Agreement may be amended with prospective effect only, by three-quarters vote of the voting members of the Board of Directors of the Corporation.

**Governing Law:** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the District of Columbia, not including its choice-of-law rules.

**Warranty:** The undersigned hereby warrants that he or she is authorized to enter this Agreement and bind the Member to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the undersigned duly authorized representative of the Member:

**Print Member Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Print Name** \_\_\_\_\_

**Title** \_\_\_\_\_ **Date** \_\_\_\_\_