



ONVIF Antitrust Guidelines

BACKGROUND

ONVIF, Inc. (“**ONVIF**”) intends to conduct its affairs in compliance with the antitrust laws of the United States and, as applicable, the antitrust laws of the states within the United States and the antitrust and competition laws of other countries (generally, “**Antitrust Laws**”). The Antitrust Laws are intended to preserve and promote free, fair and open competition. This competition benefits everyone, including consumers and companies alike.

Certain types of activities conducted by ONVIF Members and any parties participating in the activities of ONVIF may be subject to scrutiny under antitrust laws as being anti-competitive and a violation of the Antitrust Laws can have serious consequences for the ONVIF and for its Members and any other participating parties. In order to minimize exposure of ONVIF and its Members to antitrust liability, ONVIF and each Member, including each Full Member, Contributing Member, Institutional Member, User Member, Observer Member, each Affiliate that participates, and any other participant (for purposes of this Antitrust Guideline, “**Members and Participants**” and individually, a “**Member**” and a “**Participant**”) agree to abide by the following guidelines when participating in connection with activities of ONVIF.

Prior to any and all meetings of ONVIF, or subgroups thereof, the Members and any other attendees in that meeting should be reminded of their obligation to comply with these guidelines.

GUIDELINES

1. Neither ONVIF nor its committees and activities will be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, between and among competitors with regard to their prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
2. In connection with participation in ONVIF, there will be no discussion, communication, agreement or disclosure among Members and Participants that are actual or potential competitors regarding their prices, discounts or terms or conditions of sale or licensing of products or services, pricing methods, profits, profit margins or cost data, production plans, market shares, sales territories or markets, allocation of territories or customers, or any limitation on the timing, cost or volume of their research, production or sales.
3. ONVIF and Members and Participants, in connection with their participation in ONVIF, will not attempt to prevent any person from gaining access to any market or customer for goods and services, or attempt to prevent any person from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market. (This paragraph is not intended to preclude ONVIF, or a Member or a Participant from disclosing and asserting its intellectual property rights.)
4. The qualifications for participation in ONVIF are set forth in the corporate documents of ONVIF. No applicant for participation, who otherwise meets the qualifications set forth therein, will be



rejected for any anti-competitive purpose or for the purpose of denying such applicant the benefits of participation.

5. Each Member and Participant is obligated and expected to exercise its independent business judgment in pricing its services or products, dealing with its customers and suppliers, and choosing the markets in which it will compete.
6. To the extent that ONVIF develops, administers or approves specifications, test procedures, or conformance testing programs, a Member's decision to accept or comply to or participate therein will be voluntary on the part of such Member, and will in no way be compelled or coerced by ONVIF. This guideline will not, however, prevent ONVIF from adopting conformance testing and verification programs and/or mandatory product conformance and robustness regimes for companies choosing to implement the specifications as well as logo and trademark usage requirements tied to adherence with ONVIF's specifications, test procedures or conformance testing programs.
7. Network Interface Specifications which may be developed, administered, approved, or adopted by ONVIF, will be based upon appropriate technical, business and consumer considerations, and will not be based upon any effort or purpose to reduce or eliminate competition in the sale, supply and furnishing of products and services.
8. ONVIF may condition use of its trademark(s), and other intellectual property, on compliance with terms and conditions developed to regulate the use of and to protect such mark, and otherwise to maintain and enforce a conformance testing program in accordance with agreed terms and conditions and in conformity with the antitrust laws. Such terms and conditions may include a requirement of adherence with ONVIF's Specifications, Brand Standards, or test procedures. ONVIF also reserves the right to take appropriate action against any person or entity which engages in false or misleading advertising regarding the use of or compliance with Network Interface Specifications, or test procedures of ONVIF or with ONVIF's Brand Standards.
9. During the course of the activities of or sponsored by ONVIF, Members should refrain from disclosing information to any other Member that is not reasonably related to the legitimate purposes of such activities.
10. ONVIF and its Members, in connection with their participation in ONVIF, will not enter into any agreement or understanding among themselves to refrain, or to encourage others to refrain, from purchasing any raw materials, product, equipment, services or other supplies from any supplier or vendor or from dealing with any supplier or vendor.
11. Nothing in ONVIF's Bylaws, Rules of Membership, or other documents will be construed as restricting the right of any Member of ONVIF to independently design, develop, acquire, manufacture, market, service or otherwise deal in, directly or indirectly, competitive products or services independent of any items developed or delivered by Members or ONVIF.
12. To the extent that it furthers the purposes of ONVIF, joint research and development by two or more of its Members and/or representatives thereof will be permissible, provided that such joint research and development for ONVIF will be organized and conducted in a manner consistent with antitrust and other legal requirements, and in particular will exclude the following activities:



- a.** the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;
 - b.** any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member of ONVIF of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and
 - c.** any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Member of ONVIF in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member of ONVIF, or representative thereof, or of the results of such joint research and development.
- 13.** ONVIF and each Member, in connection with the activities of ONVIF, will use their best reasonable efforts to comply in all respects with the Antitrust Laws.
- 14.** These Guidelines are conservative and intended to promote compliance with the Antitrust Laws, not to create duties or obligations beyond what the Antitrust Laws actually require. In the event of inconsistency between these Guidelines and the Antitrust Laws, the Antitrust Laws will control.
- 15.** These Guidelines will be promulgated to all Members in ONVIF. All Members will abide by these Guidelines.

Duly adopted as an official policy of ONVIF on August 11, 2022.