GS1- LANKA
License Agreement for Use of GS1 Article Number

We hereby apply to GS1 Lanka for license subscribership, which provides us the right to use the GS1 Article Number.

We agree to abide by the rules and regulations of GS1 Lanka and the terms of this license agreement, which in general requires the licensee (subscriber) to use only the Article Number for which permission has been granted by GS1 Lanka. The licensee will not permit its use by any other person or organization by renting, leasing, sub-dividing etc. which can lead to termination of this agreement. The licensee will comply with the technical standards set out by GS1 Lanka from time to time through its publications, guidance etc.

Terms and conditions with regard to Annual License Fee:
a) **We agree to pay the annual license renewal fee on or before 31st March of each year.**
b) **We agree to pay a refundable deposit equivalent to one (01) year annual license fee at the time of payment stated in Clause (a) above.**
c) **In the event that we fail to pay succeeding years' annual license renewal fee by 31st March, we grant authority to GS1 Lanka to utilize the refundable deposit stated in Clause (b) to settle the succeeding years' annual license renewal fee.**
d) **In the event that the GS1 Lanka utilizes our refundable deposit as stated in Clause (c), we agree to pay the refundable deposit required in Clause (b) within the 1st week of April of the respective year.**
e) **If a refundable deposit is not provided, we agree to submit the necessary Standing Order instructions to the respective bank authorizing to pay GS1 Lanka Annual License renewal fee on or before 31st March in each year.**
f) **We grant authority to GS1 Lanka to discontinue the GS1 License, if we are unable to comply with the terms and conditions stated in Clause (a), (b), (c), (d) & (e)**
g) **We understand that fees paid to GS1 Lanka are non-refundable other than the above stated refundable deposit.**

General Terms and Conditions
1. If we fail to observe GS1 Lanka rules relating to the license agreement or otherwise infringe on its intellectual property or other rights, our subscription would lapse automatically leading to termination of this agreement. We will be liable to GS1 Lanka and any of its subscribers for any loss or damage by the continued use of the GS1 article number in default of payment of dues to GS1 Lanka and will invite legal action as it deems fit.
2. We further acknowledge and agree that our right to use the GS1 article number ceases immediately upon the termination of the agreement. To enroll again, fresh registration form with requisite fees etc. will need to be submitted.
3. In the event of any kind of dispute including loss or damage incurred by GS1 subscribers, the total liability of GS1 Lanka shall be restricted to refund of one-time registration fee paid of that particular service of GS1 Lanka for which loss/damage is claimed to have been incurred.
4. We understand that the product numbering capacity being allocated is based on information provided by us on actual number of different product types (SKU's) manufactured/ supplied currently. For additional product numbering capacity, if desired on account of any additional products (SKU's) later, a fresh GS1 company prefix will need to be applied for by us on payment of one-time Registration/Annual fee as applicable at that time to GS1 Lanka.
5. We hereby agree that in the event of any change in our contact particulars (address, contact person(s), tel nos. etc,) the same shall be communicated to GS1 Lanka immediately.
6. Notwithstanding any termination of the license or our license subscription by GS1 Lanka, we agree that the provision of paragraph 4 above will continue to be binding upon us.
7. **If the subscription is not paid by 31st March for the successive year, GS1 Lanka will deactivate the barcodes.**

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8. **Failure by a Member to pay the required membership fees within the prescribed timeframe may result in the suspension of membership benefits. This includes, but is not limited to, the suspension of:**
   a. **The right to use GS1 Company Prefix(es) and associated GS1 Identification Keys (such as GTINs, GLNs);**
   b. **Access to GS1 Lanka services, systems, and member-exclusive resources.**
9. **Upon such suspension, the Member must immediately cease the issuance or application of any new GS1 Identification Keys. However, the Member may continue to use identifiers that have already been affixed to products currently in the marketplace.**
10. **The reuse, reassignment, or reallocation of previously issued GS1 Identification Keys is strictly prohibited under GS1 Global Standards. Any violation of this condition shall constitute a breach of this Agreement and may be subject to legal proceedings in a court of competent jurisdiction**
11. **If a member joins between 01st January to 31st March the annual fee shall be charged on pro-rata basis and if a member joins between 01st April to 31st December the annual fee shall be charged in full for the entire year.**

Terms and Conditions on GS1 Registry Platform & Data Out Solution

1. We hereby understand that we are the Data Provider and G S 1 Lanka and G S 1 Global Officer are the Data Recipient, for the purpose of this Agreement.

2. We understand and agree that its Data (including any weblinks) is shared by GS 1 Lanka with data recipients (which may include consumers) through both local and global GS1 services.

3. We represent and warrant that its Data: (i) originates from, is authorised or approved (validated) by the us (ii) does not violate any third-party rights, including privacy rights, copyrights, trademarks, patents or other intellectual property rights of any third party, or violates any applicable laws or regulations, and (iii) does not contain any virus, Trojans, worms, logic bombs or any other materials which are malicious or technologically harmful.

4. We understand that Data will be validated against and shall comply with the GS1 GSMP approved data validation rules and any other technical specifications that may be implemented and/or as amended from time to time. We shall be responsible for the quality of the data.

5. If GS1 Lanka, in its sole discretion, suspects or believes that Data is submitted to or published in the G S 1 Lanka solution and/or in violation of this agreement (e.g. it violates a third party's intellectual property rights), it may take appropriate remedial action (including, without limitation, by temporarily suspending the availability of or definitively removing the said Data from the G S 1 Lanka solution.

6. Notwithstanding termination of the G S 1 Lanka Licence Agreement, GS1 may retain the data provided by us. [By default such data will be shown but marked as no longer updated. Data Provider may however request that GS1 no longer shows the data.y

7. We shall be liable for the data it shares in G S 1 Lanka Solution. To the fullest extent permitted by law, neither G S 1 Lanka, GS1 AISBL nor any other GS1 Member Organisation shall be liable to a third party for any harm, effects or damages whatsoever, including but not limited to actual, direct, consequential, indirect, incidental or punitive damages, even if advised of the possibility of such damages, arising out of or in relation to the third party's use of our Data.

GS1 Lanka
The Ceylon Chamber Of Commerce
No 50, Navam Mawatha
Colombo 02
T +94 (0)11 5588885/08
E info@gs1lanka.org
www.gs1lanka.org

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8. We shall fully indemnify, hold harmless and defend G S 1 Lanka, GS1 AISBL, as well as any GS1 Member Organization from and against all claims, actions, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees and costs), brought by any consumer, government agency or other third party which arise out of, relate to or result from (i) any allegation that any use, publication or distribution of our Data infringes any patent, copyright, trademark, data base right or other intellectual property right; (ii) any breach or alleged breach of [this agreement] or any applicable laws or regulations by us and/or its Authorized Users; and/or (iii) any allegation that any of Data Provider's Data has been made available Data Provider in breach of the Data Provider warranties given herein.

9. If we act on behalf of (e.g. as an agent, distributor, content provider) a Principal Data Provider (e.g. a manufacturer) to create, maintain, manage and/or deliver its Principal Data Provider's Data, Data Provider must be able to demonstrate its authority to provide Principal Data Provider's Data for the purpose and grant the license set out in this agreement at all times and on G S 1 Lanka's first request.

10. Data Recipient:

a) shall not present, publish or use Data in a manner that is false or misleading; infringes rights of third parties (including Data Provider or Designee's rights) and/or violates any applicable laws and regulations;
b) shall not modify the content of Data in publishing or disseminating such Data (unless it has express written authorization of Data Provider or Designee to do so);
c) shall not publish or use Data in a manner that implies any endorsement by Data Provider, Designee or GS1 (unless it has express written authorization of the Data Provider, the Designee or GS1 to do so);
d) shall only use the Data in accordance with the Permitted Use applicable to the Solution [see "Permitted Use of the Verified by GS1 Solution" below]; and
e) shall not decompile, reverse-engineer, alter, or in any way tamper (or attempt to do so) with all or part of the of the [MOs solution] or any software or solution comprised therein or connected thereto, nor cause, permit or assist any other person directly or indirectly to do any of the above.

11. Data made available to Data Recipient via the Verified by GS1 ("VBG") Solutions shall be subject to the following terms of use (collectively, the "Permitted Use"):

a) [for VbG API access] Data Recipient may not use, sell, sublicense, distribute or otherwise make available the Data to third parties, unless such use is part of a Value Added Product. Data Recipient shall also ensure that any third party (including, but not limited to, solution providers, agents, subsidiaries, or sub-contractors) is also bound to comply with the restrictions on use set out in this section [Permitted Use] and section [Restrictions on Use]. GS1 Lanka reserves the right to immediately remove Data Recipient's API access if Data Recipient is suspected or found to be in breach of the terms of this section. For the purpose of this section,
b) "Value-Added Product" means a product or service offered by Data Recipient to its end-users that uses the Data and adds.
c) appreciable value to it, including, without limitation, by combining it with other data, information or analyses sourced or developed by Data Recipient or by processing or presenting the Data in a novel way. Replicating the Data and/or the Service shall not be considered as adding appreciable value; and
d) [for Other VBG Solutions] Data Recipient may use the Data solely within its business and for its own business processes, excluding any commercial use ('commercial use' meaning any use where the Data is sold, leased, licensed or otherwise made available as a whole or in part, on its own or as part of another product/service). Data Recipient shall not share, release, submit or allow extraction of the Data by any party other than its own employees or agents.

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12. In the event that Data Recipient encounters a GTIN that relates to an Inactive License, (i) Data Recipient may assist GS1 by notifying GS1 of said GTIN; and (ii) if Data Recipient is a sales organization, GS1 recommends that it also notify its suppliers of such Inactive License for supplier to notify its respective MO. For the purpose of this section, "Inactive License" means a GS1 identification key license that has either expired or terminated under the applicable terms and conditions.

13. GS1 may suspend Data Recipient's access to and use of the Data Out Solution(s) with immediate effect if Data Recipient (or an Authorized User of Data Recipient) commits a material breach of any provision of these Terms of Use and until such breach is cured, or in order to prevent imminent damage to a third party. If the breach remains uncured for [e.g. fifteen (15)] consecutive days, GS1 shall have the right to terminate Data Recipient's access to and use of the Data Out Solution(s) with immediate effect. These Terms of Use shall survive any termination of Data Recipient's access to the Data Out Solution(s).

14. The Data Out Solution(s) displays Data that is not owned nor controlled by GS1 AISBL, GS1 Lanka, or GS1 Member Organizations, therefore the Data is made available on an 'as is' and 'as available' basis. Verifications available from the Data Out Solution(s) are limited to automated logical checks and do not include physical or legal validations of the accuracy of the Data. Neither GS1 nor the GS1 Member Organisations, Data Providers nor Designees represent or warrant that the Data is accurate, complete and/or up-to-date. Use of the Data, and the Data Out Solution(s) is at Data Recipient's sole risk. GS1 does not represent or warrant that the Data Out Solution(s) will be secure or free from error or interruption. Neither GS1 AISBL nor GS1 Lanka represent or warrant that the Data Out Solution(s) and the Data are suitable for any regulatory purpose, including without limitation any regulatory reporting requirements in the healthcare sector. To the fullest extent permitted by law, GS1 makes no representations or warranties, express, implied or otherwise, regarding any matter, including the Data, and the Data Out Solution(s). Any such representations or warranties are expressly disclaimed.

15. To the fullest extent permitted by law, GS1 AISBL, GS1 Lanka, GS1 Member Organisations, Data Provider and/or Designee shall not be liable for any damages whatsoever, including but not limited to actual, direct, consequential, indirect, incidental or punitive damages, whether such liability is based on breach of contract, breach of warranty or otherwise, even if advised of the possibility of such damages, that may arise from Data Recipient's use of the Data Out Solution(s) or the Data or for any failure or refusal by GS1 to grant Data Recipient access to the Data Out Solution(s) or the Data, or any harm, effects or damages suffered by Data Recipient as a result thereof.

Signature & Seal   ………

Name   ………

Designation   ………

Company Name   ………

Date   ………………………………………………

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Approval by GS1 Lanka

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