



ALLIANCE III AGREEMENT

IMPORTANT – READ CAREFULLY BEFORE PROCEEDING – THIS IS A BINDING LEGAL CONTRACT

YOU UNDERSTAND AND AGREE THAT BY CHECKING THE BOX AND CLICKING THE “ACCEPT” OR “I AGREE” BUTTON, AND YOUR PARTICIPATION IN THIS ALLIANCE PROGRAM (DEFINED BELOW) PROVIDED BY GS1 US, YOU, ON BEHALF OF THE MEMBER ORGANIZATION ARE AGREEING TO BE LEGALLY BOUND BY ALL OF THESE TERMS AND CONDITIONS, WHICH INCLUDES A LIMITED LICENSE, DISCLAIMERS OF WARRANTY, AND LIMITATIONS OF LIABILITY. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU ARE NOT PERMITTED TO PARTICIPATE IN THE ALLIANCE PROGRAM.

This Alliance III Agreement (the “**Agreement**”) is made by and between GS1 US, Inc. (“**GS1 US**”) and the undersigned Member Organization of GS1 AISBL (the “**Member Organization**”) with respect to the issuance and maintenance of GS1 Company Prefix(es) by GS1 US for businesses located outside of the United States. GS1 US and the Member Organization shall be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**”.

- 1. Issuance of Company Prefix to Member Organization.** Upon receipt of request from the Member Organization, and payment of the fee required in Section 3 below, GS1 US will issue a GS1 Company Prefix (the “**Company Prefix**”) to the Member Organization for assignment to and use by businesses located outside of the United States that conducts business inside of the United States (the “**Foreign Business**”). Member Organization or Foreign Business may not use or modify Company Prefix other than as provided in this Agreement. Company Prefix may not be sold, leased, sublicensed, or subdivided for use by others.
- 2. Term.** This Agreement shall commence upon the Member Organization’s acceptance of the terms and conditions of this Agreement (“**Effective Date**”).
- 3. Fees for Issuance of Company Prefix.** The Member Organization shall pay GS1 US a one-time fee of \$100 (One Hundred US Dollars) for a 100 capacity Prefix, or a one-time fee of \$150 (One Hundred and Fifty US Dollars) for 1000, 10,000 & 100,000 capacity Prefix for the issuance of each Company Prefix subject to the GS1 US review process noted in **Exhibit A**.
- 4. Assignment and Management of the Company Prefix to the Foreign Business.** The Member Organization shall have exclusive responsibility to issue the Company Prefix to the Foreign Business and manage the Company Prefix(es). The Member Organization’s responsibilities include but are not limited to (a) obtaining and updating information on the Foreign Business; (b) assigning the Company Prefix(es) to the Foreign Business; (c) communicating the terms and conditions applicable to the use of the Company Prefix to the Foreign Business; (d) providing education, training, and support to the Foreign Business; (e) providing accurate and updated information on the Foreign Business to GEPIR, GS1 Registry Platform, and similar databases; (f) when appropriate, transferring the Company Prefix(es) to another business based on a valid merger, sale of the Foreign Business, sale of a portion of the Foreign Business, or a name change; and (g) terminating the Foreign Business’ right to use the Company Prefix, when appropriate.
- 5. Compliance with GS1 US’s Rules and Guidelines.** The Member Organization agrees at all times, it shall act in good faith and abide by as the principles described in **Exhibit A**, and the Member Organization further agrees it shall notify the Foreign Business that its use of the Company Prefix(es) is subject to GS1 US’s rules and guidelines, which are subject to change from time to time. The Member Organization shall inform the Foreign Business of its obligation to review [GS1 US’s website](#) and keep abreast of any changes to GS1 US’s rules and guidelines.
- 6. Compliance with Laws and Regulations.** The Member Organization shall notify the Foreign Business that its use of the Company Prefix may be subject to laws and regulations of the United States government (including without limitation those of the United States Food and Drug Administration) and that it is the Foreign Business’ obligation to comply with all such applicable laws and regulations. The Member Organization represents that it is not currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“**OFAC**”) or any similar sanctions imposed by any other body, governmental or other, to which Member Organization is subject and will not otherwise conduct business with sanctioned entities/countries (or have otherwise received OFAC approval) and are in compliance with OFAC regulations.
- 7. Termination of Right to Use Company Prefix.** Notwithstanding any other provision in this Agreement, GS1 US shall have the right to terminate the Company Prefix if: i) GS1 US determines in its sole discretion that the Foreign Business or the Member Organization is using the Company Prefix in a manner contrary to GS1 US’s rules and guidelines or contrary to laws and regulations, or ii) a breach by the Member Organization of its obligations to perform under this Agreement occurs, including failure to remit payment for any fees due, which breach remains uncured following thirty (30) days’ notice to GS1 US by the Member Organization. GS1 US reserves the right to change its policy at any time and in no event shall Member Organization or Foreign Business be entitled to a refund.
- 8. Warranty Disclaimer.** IN ISSUING THE COMPANY PREFIX, GS1 US MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND GS1 US SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GS1 US DOES NOT GUARANTEE THAT THE COMPANY PREFIX WILL MEET “ALL REQUIREMENTS” OF THE MEMBER ORGANIZATION OR THE FOREIGN BUSINESS.
- 9. Limitation of Damages.** GS1 US’s liability for any claim arising out of or in any way relating to this Agreement or the issuance of the Company Prefix shall be limited solely to a refund of the fee paid for the issuance of the Company Prefix by the Member Organization. Under no circumstances shall GS1 US be liable for any additional damages, including without limitation actual, incidental, consequential, punitive, statutory, or other damages that may be suffered by the Member Organization, its employees, or its agents or the Foreign Business, its employees, or its agents
- 10. Indemnification.** The Member Organization agrees to indemnify, defend and hold harmless GS1 US, Inc., and its officers, employees, directors, representatives, agents and affiliates (each, an “**Indemnified Party**”) from and against any and all claims, losses, settlements, fines, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and attorneys’ fees and disbursements) threatened, claimed, suffered, sustained, incurred or required to be paid by any such Indemnified Party due to, based upon, arising out of, in connection with, or otherwise in respect of any acts or omissions relating to any breach of this Agreement or unauthorized use of the Company Prefix.
- 11. Third Parties.** Nothing in this Agreement creates any duties, obligations, or responsibilities on the part of GS1 US in favor of the Foreign Business or any third party. No third party, including the Foreign Business, may rely on this Agreement.
- 12. Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by the laws of the State of New Jersey. Any legal actions or claims relating to this Agreement may be instituted only in a state or federal court sitting in the County of Mercer in the State of New Jersey, U.S.A. The parties hereby consent to the exclusive jurisdiction of such court and waive any objection to such venue and personal jurisdiction.
- 13. Notices.** Unless expressly stated otherwise herein, any notice, demand, request or delivery required or permitted to be given by either Party pursuant to the terms of this Agreement shall be in writing and shall be deemed given: (i) when delivered personally; (ii) on the next business day after timely delivery to an overnight courier; (iii) on the third business day after deposit in the U.S. mail (certified or registered mail return receipt requested, postage prepaid); or (iv) upon confirmation of receipt by facsimile transmission. Any notice shall be addressed as follows: (a) if to the Member Organization, at the address provided by the Member Organization to GS1 US; or (b) if to GS1 US, to:

GS1 US, Inc.
300 Charles Ewing Boulevard
Ewing, NJ 08628, USA.
Attention: Legal Department
- 14. Due Authority; Binding Agreement.** The Member Organization represents and warrants to GS1 US that: (i) Member Organization has full power and authority to enter into this Agreement and to perform its obligations herein; (ii) this Agreement represents a valid and legally binding obligation of the Member Organization and is enforceable against the Member Organization in accordance with its terms; and (iii) Member Organization has read, fully understands, and agrees to the terms of this Agreement.



Exhibit A

Member Organization agrees at all times that it shall act in good faith with regard to the following:

- I. Alliance III prefixes are capacity based and should only be requested when a Foreign Business produces a requirement for GTIN-12/U.P.C. barcodes.
- II. Alliance III prefixes cannot be subdivided or transferred to another company unless the related product line or business is part of an M&A activity.
- III. Terminated Alliance III prefixes are the property of GS1 US and cannot be reissued by the Member Organization.
- IV. If a large capacity prefix is required, the requesting Member Organization shall follow the following outlined process:
 - a. The requesting Member Organization submits an email (to the MO Alliance III Mailbox) requesting the capacity of either 10,000 or 100,000 and provide the Foreign Business's details: full company name, address, product categories, and website overview. In addition, GS1 US would request the size of company, number of products, number of products sold in the U.S.; number of products sold in Canada, and any other details pertinent to the request for GTIN-12 at this capacity.
 - b. The request would be reviewed, and status determined.
 - i. If denied or incomplete information, provide response back to the Member Organization.
 - ii. If approved, a manual sales order for the capacity requested will be generated.
 - c. Inform the Member Organization of the sales order and direct them to view/print and pay online.
 - i. Upon payment, systematic fulfillment email (providing the Alliance III prefix) sent.
- V. The Member Organization who issues the Alliance III prefix to Foreign Business is responsible for updating, in real time, all global registries such as GEPIR® and the GS1 Registry Platform License Registry. The Member Organization is responsible for keeping this information current and up to date. This requirement extends to any such GS1 global repository of prefix license data that may exist now or in the future. Failure to comply with this requirement may result in termination of the Member Organization's Alliance III prefix licensing rights.
- VI. Foreign Business (Alliance III prefix holders) are not considered members of GS1 US and are not afforded any GS1 US membership benefits, such as access to GS1 US Data Hub® | Product Create/Manage.
- VII. Alliance III prefixes must be issued to Foreign Business in their entirety and cannot be split or subdivided into different prefix lengths or single keys.