

Vendor Partnership Program Application Form

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Please fill in the Vendor Partnership Program application form together with the following material:

- 1. The completed Vendor Partnership Program Application Form;
- 2. A crossed cheque made payable to "GS1 Hong Kong Limited" covering the entrance and annual fee of the selected Vendor Partnership category;
- 3. A copy of Business Registration Certificate

All materials shall send to GS1 Hong Kong Limited either by mail or email:

Mailing address: **GS1 Hong Kong Limited, 22/F, OTB Building, 160 Gloucester Road, Wan Chai, Hong Kong** for the attention of "**Business Development Department**"

Email: VPP@gs1hk.org with subject as "Application for Vendor Partnership Program"

Upon receiving the completed application form, a copy of the Business Registration Certificate and the corresponding Vendor Partnership fee, GS1 Hong Kong will contact the applicant about the application status within 1 working day. If the application is completed, the GS1 Global Location Number (GLN) will be allocated within 5 working days to allow the Vendor Partner to access the Vendor Partnership Program corner under the GS1 Hong Kong corporate website (<u>www.gs1hk.org</u>) for GS1 standards and marketing programs details.

For enquiry, please email us at <u>VPP@gs1hk.org</u>.



Vendor Partnership Program Application Form

1. Please mark the market(s) & sector(s) you are serving

Market (s)

 \Box Hong Kong \Box China \Box Asia \Box US \Box Europe

□ Others, please specify:_____

Sector (s)

- □ Banking and Finance □ Business Services (e.g. Advertising, Accounting, Legal etc)
- □ Computer and Software □ Consumer Goods (Apparels, Toys, Electronics)
- □ Government/Utilities/Education/Health Care □ Import/Export & Trading □ Logistics
- □ Manufacturing □ Restaurant/Hotel/Tourism/Entertainment □ Retail and Wholesale

□Telecommunication □ Others, please specify:__

2. Type of Product (Please mark the products you are offering and brand of product, if applicable

- □ Barcode Technology (printer, scanner, verifier)
- □ Customer Relationship Management System (CRM)
- □ B2B e-commerce
- □ Enterprise Application Integration
- □ Business Intelligence
- □ Digital Marketing
- □ Supply Chain Management System (SCM)
- □ Enterprise Resource Planning System (ERP)
- □ Warehouse Management System (WMS)
- □ Retail Management System (RMS)
- □ Radio Frequency Identification Technology (RFID) (tag, reader)
- \Box Cloud Solution Service
- □ Corporate Finance & Financial Consulting Service
- □ Mobility Service
- □ Information Security
- □ Other _____



3. Company Information (Please type or print in English)

Company Name:		
Address:		
Telephone:	_ Fax:	
Co. E-mail:	Web Site:	
Full Name of Person In-charge: (Mr / Mrs /Miss)		
Title of Person In-charge:	E-mail:	
Full Name of Contact Person: (Mr / Mrs / Miss)		
Title of Contact Person:	E-mail:	

Terms and Conditions for Vendor Partnership Program

1. Vendor Partnership Program Entitlements

- 1.1 With reference to the Vendor Partnership Program category, eligible Vendor Partner will enjoy the corresponding entitlements.
- 1.2 GS1 Hong Kong Limited will coordinate with eligible Vendor Partners for the fulfillments.
- 1.3 Entitlement fulfillments may be subjected to the availability and on a FIRST COME FIRST SERVED basis.

2. Vendor Partnership Program Fee

Subscription to Vendor Partnership is for a period of twelve (12) consecutive months upon acceptance

2.1 The subscription for Vendor Partnership of GS1 Hong Kong once accepted by GS1 Hong Kong, the subscription shall take effective from payment date of Vendor Partnership fee (the "Effective Date") and shall continue for twelve (12) consecutive months therefrom (the "Initial Term").



2.2 New join vendor partners are required to pay an Annual fee. The fee schedule is shown as follows:

Partnership	Description	Annual Fee
Category		
Strategic Partner	A strategic partnership with GS1 Hong Kong to share expertise, resources or competencies for mutual business objectives.	HK\$ 65,000 (Entrance Fee: HK\$5,000 + K\$60,000)
Industry Solution Partner	They are those companies providing specific and industry technical solutions with strong customer reference cases which will bring in strong business values to the GS1 Hong Kong members community.	HK\$ 40,000 (Entrance Fee: HK\$5,000 + K\$35,000)
Associate Partner	They are those companies providing various technical solutions which will be beneficial to GS1 Hong Kong members community.	HK\$ 13,800 (Entrance Fee: HK\$5,000 + HK\$8,800)

2.3 Second year onward, renew vendor partners are required to pay an Annual fee. The fee schedule is shown as follows:

Partnership	Description	Annual Fee
Category		
Strategic Partner	A strategic partnership with GS1 Hong Kong to share expertise, resources or competencies for mutual business objectives.	HK\$ 60,000
Industry Solution Partner	They are those companies providing specific and industry technical solutions with strong customer reference cases which will bring in strong business values to the GS1 Hong Kong members community.	HK\$ 35,000
Associate Partner	They are those companies providing various technical solutions which will be beneficial to GS1 Hong Kong members community.	HK\$ 8,800

2.4 The subscription for Vendor Partnership of GS1 Hong Kong shall renew automatically at the end of the Initial Term and any subsequent renewal term for an additional 12-month period ("Renewal Term"), unless either party notifies the other party in writing of its intention to terminate the subscription no later than one (1) calendar month prior to the expiry of the expiry of the Initial Term or the relevant Renewal Term (as the case may be). The Vendor Partner may also be required to complete a termination form. Any renewal of Vendor partnership subscription shall be made on the same terms and conditions, subject to any agreed written variations and any variation to the price required by GS1 Hong Kong.



2.5 In the event of a late renewal payment by the Vendor Partner, the renewal fees shall be at higher rate and shall apply to the Vendor Partner as set out below:

Partnership Category	Annual Fee	Paid after expiry date
Strategic Partner	HK\$60,000	HK\$66,000
Industry Solution Partner	HK\$35,000	HK\$38,500
Associate Partner	HK\$8,800	HK\$9,680

All payments here under shall be made in lawful Hong Kong currency.

- 2.6 GS1 Hong Kong shall be entitled to claim liquidated damages in the sum of HK\$1,000 from the Vendor Partners as compensation to GS1 Hong Kong under this Agreement if any cheque payment made by the Vendor Partners to GS1 Hong Kong hereunder is found to be dishonoured or rejected for any reason upon clearance in any bank or financial institution of Hong Kong.
- 2.7 Entrance fees and Annual fees will not be refunded for any reason.

3. How to apply

- 3.1 The partnership application will only be processed with full set of supporting materials submitted to GS1 Hong Kong, together with a cross cheque amount corresponding to the appropriate Entrance fee and / or Annual fee.
- 3.2 Each corporation or institute, which is an individual legal entity with a unique HKSAR Business Registration Number, should apply for a separate partnership.
- 3.3 Each Vendor Partner is entitled to one GS1 Global Location Number (GLN). It is neither transferable nor resalable and the allocation is at the discretion of GS1 Hong Kong.

4. Obligations of Vendor Partners

- 4.1 Vendor Partners have to ensure their carried solutions be able to support and comply with GS1 standards.
- 4.2 Vendor Partners who wish to use the logo or the name of GS1 Hong Kong in their marketing materials are required to obtain prior approval from GS1 Hong Kong and upon approval comply in accordance with the Vendor Partnership Program Logo Guideline issued by GS1 Hong Kong.



5.Termination

- 5.1 Either party shall have a right to terminate this Vendor Partnership with or without cause upon one (1) calendar month prior written notice.
- 5.2 Vendor Partner is required to complete a termination form to terminate the subscription or not to renew no later than one (1) calendar month prior to the expiry of the expiry of the Initial Term or the relevant Renewal Term (as the case may be). Failing which, the Vendor Partnership will be renewed automatically and Vendor Partnership fee shall become payable.
- 5.3 Vendor Partner shall remove any GS1 Hong Kong Partnership Program wording and any related logos issued by GS1 Hong Kong when the Vendor Partnership Program is expired.
- 5.4 Should a Vendor Partner terminate the subscription for any reason, its entitlements will be automatically terminated. GS1 Hong Kong Vendor Partnership Program logo and wording which indicates a Vendor Partnership relation with GS1 Hong Kong shall be removed from all communication materials, including but not limited to printed promotion and marketing materials to all forms of digital media promotions and media channels.
- 5.5 Whilst a GS1 GLN has been assigned to a Vendor Partner, it remains the property of GS1 Hong Kong. Should a corporate ceases to remain a Vendor Partner for any reason, its GS1 GLN will be cancelled and may be re-allocated to other companies.
- 5.6 GS1 Hong Kong shall in its sole and absolute discretion conduct any audit check(s) after the termination of the Vendor Partnership subscription. Upon discovery of any unauthorized and continued use and/or exploitation by the Vendor Partners of any logo, trade name, trademark and device belonging to or held by GS1 Hong Kong with proper license after the termination of the Vendor Partnership subscription, GS1 Hong Kong shall be entitled to claim liquidated damages in the sum of HK\$50,000 from the Vendor Partners as compensation to GS1 Hong Kong under this Agreement.
- 5.7 Termination of the Vendor Partnership subscription(s) does not relieve the corporate from any liability arising from any breach of the terms of the terms and conditions of Vendor Partnership.
- 5.8 Termination of the Vendor Partnership Program does not affect other services the vendor partner is subscribing. Should a Vendor Partner wish to terminate other GS1 Hong Kong services, such termination should be done separately.
- 5.9 Should a Vendor Partner wish to rejoin the partnership program after termination, it will be regarded as a new Vendor Partner and is required to pay both the Entrance and the Annual fees.



6. Indemnity

6.1 Each Vendor Partner shall indemnify GS1 Hong Kong in respect of all claims, liabilities and demands of whatsoever kind and howsoever arising (including without limitation all legal costs and other expenses incurred in connection therewith) which may be made or established against GS1 Hong Kong in connection with the use of the Vendor Partner's GS1 GLN by any third party or for any illegal purpose or upon termination of Vendor Partnership subscription.

7. Variations

- 7.1 GS1 Hong Kong may change these terms and conditions and any other documents regarding categories, terms of partnership and the use of GS1 Hong Kong services or at any time in its absolute discretion.
- 7.2 GS1 Hong Kong reserves the rights to approve or reject any applications.
- 7.3 The information supplied may be shared in the official GS1 Hong Kong publication channels.

8. Entire Agreement

8.1 This Agreement, along with the Vendor Partnership Program Application Form referred to herein (incorporated herein by this reference), constitutes the complete and final agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, understandings and negotiations, whether written or oral, between the Parties in relation thereto.

9. Governing Law and Jurisdiction

9.1 This Agreement shall be governed and construed in accordance with the laws of Hong Kong. The parties agree that all disputes arising out or in connection of this Agreement shall be heard exclusively in, and all parties irrevocably consent to jurisdiction of Hong Kong.



Declaration

On behalf of ______ (Name of Vendor Partner), I / we understand and agree to the terms and conditions listed in the application form and hereby apply for the Vendor Partnership Program with GS1 Hong Kong Limited.

Vendor Partnership Category Apply (please check the box where appropriate):

Strategic Partner
Industry Solution Partner
Associate Partner

Authorised	Signature	with	Company	Chop
Authonseu	Signature	VVILII	Company	Chiop

Name:

Title:

Date: