Vendor Partnership Programme

Application Form

August 2015

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

1. The completed Vendor Partnership Programme 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

These should be sent 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 Programme”

Upon receipt of 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 7 working days. Once 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 Programme corner under the GS1 Hong Kong corporate website (www.gs1hk.org) for GS1 standards and marketing programme details.

For enquiry, please contact Ms Sabina Wong at 2863 9724 or email at VPP@gs1hk.org
Vendor Partnership Programme Application Form

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

**Market (s)**
- □ Hong Kong  □ China  □ Asia  □ US  □ 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/Healthcare  □ 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)
- □ Cloud Solution Service
- □ Corporate Finance & Financial Consulting Service
- □ Mobility Service
- □ Information Security
- □ Other ________________________________
3. **Company Information** (Please type or print in English)

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
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<td>Fax:</td>
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<td>Co. E-mail:</td>
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<tr>
<td>Web Site:</td>
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<tr>
<td>Full Name of Person In-charge: (Mr/Mrs/Miss)</td>
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<tr>
<td>Title of Person In-charge:</td>
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<td>E-mail:</td>
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<tr>
<td>Full Name of Contact Person: (Mr/Mrs/Miss)</td>
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<tr>
<td>Title of Contact Person:</td>
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<td>E-mail:</td>
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</tbody>
</table>
Terms and Conditions for Vendor Partnership Programme

1. Vendor Partnership Programme Entitlements

1. With reference to the Vendor Partnership Programme category Vendor Partner has subscribed to, eligible Vendor Partner will enjoy the corresponding entitlements.
2. GS1 Hong Kong Limited will coordinate with eligible Vendor Partners for the fulfilments.
3. Entitlement fulfilments may be subjected to xxx availability and on a FIRST COME FIRST SERVED basis.

2. Vendor Partnership Programme Fee

1. Subscription to Vendor Partnership is for a period of twelve (12) consecutive months upon acceptance of the Vendor Partnership by GS1 Hong Kong
2. Newly joined vendor partners are required to pay an Annual fee. The fee schedule is shown as follows:

<table>
<thead>
<tr>
<th>Partnership Category</th>
<th>Description</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strategic Partner</td>
<td>A strategic partnership with GS1 Hong Kong to share expertise, resources or competencies for mutual business objectives.</td>
<td>HK$ 65,000</td>
</tr>
<tr>
<td>Industry Solution Partner</td>
<td>Those companies providing specific and industry technical solutions with relevant customer reference cases which will bring in strong business values to the GS1 Hong Kong members community.</td>
<td>HK$ 40,000</td>
</tr>
<tr>
<td>Professional Service Partner</td>
<td>Those companies providing various professional business services, like taxation, legal or financing services with relevant customer reference cases which will bring in strong business values to the GS1 Hong Kong members community.</td>
<td>HK$ 25,000</td>
</tr>
<tr>
<td>Associate Partner</td>
<td>Those companies providing various technical solutions which will be beneficial to GS1 Hong Kong members community.</td>
<td>HK$ 13,800</td>
</tr>
</tbody>
</table>
3. Renewal of subscription for Vendor Partnership of GS1 Hong Kong should be made before the expiry of the partnership period. GS1 Hong Kong will notify Vendor Partners one (1) calendar month in advance of the partnership expiry date.

4. 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:

<table>
<thead>
<tr>
<th>Partnership Category</th>
<th>Annual Fee</th>
<th>Paid after expiry date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strategic Partner</td>
<td>HK$60,000</td>
<td>HK$66,000</td>
</tr>
<tr>
<td>Industry Solution Partner</td>
<td>HK$30,000</td>
<td>HK$33,000</td>
</tr>
<tr>
<td>Professional Service Partner</td>
<td>HK$20,000</td>
<td>HK$22,000</td>
</tr>
<tr>
<td>Associate Partner</td>
<td>HK$8,800</td>
<td>HK$9,680</td>
</tr>
</tbody>
</table>

All payments shall be made in lawful Hong Kong currency.

5. 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 is found to be dishonoured or rejected for any reason upon clearance in any bank or financial institution of Hong Kong.

6. Entrance fees and Annual fees will not be refunded for any reason.

3. How to apply

1. The partnership application will only be processed with a full set of supporting materials submitted to GS1 Hong Kong, together with a crossed cheque amount corresponding to the appropriate Entrance fee and / or Annual fee.

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. 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

1. Vendor Partners have to ensure their carried solutions be able to support and comply with GS1 standards.
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 Programme Logo Guideline issued by GS1 Hong Kong.

5. Termination

1. Either party shall have the right to terminate this Vendor Partnership with or without cause upon thirty (30) days prior written notice.
2. Vendor Partner should submit termination notification letter to GS1 Hong Kong before the expiry date.
3. Vendor Partner shall remove any GS1 Hong Kong Partnership Programme wording and any related logos issued by GS1 Hong Kong when the Vendor Partnership Programme is expired.
4. Should a Vendor Partner terminate the subscription for any reason, its entitlements will be automatically terminated. GS1 Hong Kong Vendor Partnership Programme 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. Whilst a GS1 GLN has been assigned to a Vendor Partner, it remains the property of GS1 Hong Kong. Should a corporate cease to remain a Vendor Partner for any reason, its GS1 GLN will be cancelled and may be re-allocated to other companies.
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 unauthorised 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 licence 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.
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.
8. Termination of the Vendor Partnership Programme does not affect other services to which the vendor partner is subscribing. Should a Vendor Partner wish to terminate other GS1 Hong Kong services, such termination should be done separately.
9. Should a Vendor Partner wish to re-join the partnership programme 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**

   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**

   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.
   2. GS1 Hong Kong reserves the rights to approve or reject any applications.
   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 Programme 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**

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.

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**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 Programme with GS1 Hong Kong Limited.

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

- [ ] Strategic Partner
- [ ] Industry Solution Partner
- [ ] Professional Service Partner
- [ ] Associate Partner

_________________________________

Authorised Signature with Company Chop

Name:

Title:

Date: