



GS1 CANADA KEY IDENTIFIER/PREFIX LICENSE AGREEMENT

By clicking "I Agree" you ("**Subscriber**") agree to the terms and conditions of this GS1 Canada Key Identifier/Prefix License Agreement ("**Agreement**"). This Agreement is governed by the GS1 Canada General Terms and Conditions, which can be accessed at www.gs1ca.org/terms ("**General Terms and Conditions**"), the terms and conditions of which are incorporated into this Agreement.

This Agreement shall be effective as of the date on which Subscriber has indicated its acceptance of this Agreement by clicking "I Agree" ("**Effective Date**").

GS1 Canada is a not-for-profit, industry-led association established to promote and maintain global standards for identification, data capture, and information sharing. As a participating Member Organization of the worldwide GS1 System, GS1 Canada represents Canada in the continuing development of the global language of business.

1. PURPOSE AND INTRODUCTION

- 1.1. Trading partners in Canada and around the globe rely on GS1 Member Organizations, such as GS1 Canada, to maintain current and accurate records for GS1 Key Identifiers and GS1 Company Prefix licenses associated with bar coded products.
- 1.2. Depending on the needs of your company, GS1 Canada issues GS1 Company Prefix licenses and/or GS1 Key Identifier licenses that are valid for a duration of 12 months and are renewable on an annual basis. A "**GS1 Key Identifier**" means keys that are globally unique and enable organizations to assign standard identifiers to various attributes, including products, documents and physical locations. A "**GS1 Company Prefix**" is a unique identification number issued just to your company is part of every barcode and GS1 Key Identifier you create. It is a way to uniquely identify your brand and your products in the global supply chain.
- 1.3. The following Agreement sets out the terms and conditions applicable to Subscriber's licensing of either a GS1 Company Prefix and/or a GS1 Key Identifier.

2. TERM AND TERMINATION

- 2.1. The initial term of this Agreement shall be for a period commencing on the Effective Date of this Agreement and shall expire on the first day of the month of the Effective Date the following year (e.g. if Effective Date is in March of 2017, the term will expire on March 1st, 2018) ("**Initial Term**"), except if renewed in accordance with this Agreement.
- 2.2. This Agreement will automatically renew for successive annual terms (each a "**Renewal Term**") beginning on the expiration of the Initial Term and on each anniversary of the expiration of the applicable Renewal Term thereafter, unless either party sends written notice to the other party of its intention not to renew at least 60 days prior to the expiration of the then current Initial Term or Renewal Term. The Initial Term and applicable Renewal Term(s) shall collectively be referred to as the "Term".



- 2.3. Subscriber may terminate this agreement, or any applicable license provided in accordance with this Agreement, by notifying GS1 Canada, paying the administration fee and completing the online release form available at www.gs1ca.org/apps/releaseletter ("**Release Form**").
- 2.4. This Agreement shall immediately terminate where Subscriber:
- (a) is in breach of any of the provisions of this Agreement;
 - (b) becomes insolvent, has a receiver or trustee in bankruptcy appointed, enters into liquidation or is subject to an arrangement for the protection of creditors. The receiver, trustee in bankruptcy or liquidator shall, upon request of GS1 Canada, execute and deliver to the Subscriber an instrument confirming release of all rights in the GS1 Company Prefix ("**Trustee Document**"). Subscriber must submit a Release Form and Trustee Document;
 - (c) company is dissolved or ceases to carry on business. Subscriber must submit a Release Form.
- 2.5. Subscriber's use of the applicable license shall immediately cease upon termination of this Agreement or the applicable license. In order to continue using any GS1 Company Prefix or GS1 Key Identifier, Subscriber must renew this Agreement and pay the applicable fees. Any use of a GS1 Key Identifier or GS1 Company Prefix is forbidden following termination. Subject to Section 2.7, GS1 Canada reserves the right to reissue the applicable GS1 Company Prefix or GS1 Key Identifier immediately following termination and Subscriber shall not be entitled to any refund for the terminated licenses.
- 2.6. As global GS1 standards evolve towards permanent identification (e.g. elimination of GS1 Company Prefix licenses for use with GTINs and introduction of GTINs that cannot be reassigned to new products), GS1 Canada requires the ability to adapt and conform to such standards. The evolution of global standards is a response to industry in the face of fundamental changes in the life-span of products in the digital world and requirements for traceability in a growing number of countries. Notwithstanding anything to the contrary in this Agreement, at its discretion and upon notice to Subscriber, GS1 Canada may cease to offer GS1 Company Prefixes in the Canadian market and/or assume management of individual GS1 Key Identifier assignment and, if Subscriber wishes to license GS1 Key Identifiers for Subscriber, Subscriber may be required to license permanent GS1 Key Identifiers instead of a GS1 Company Prefix, in the context of a larger migration of GS1 Canada subscribers to GS1 Key Identifiers. Subscriber's use of GS1 Key Identifiers and the payment of applicable fees will be subject to the then current standards and GS1 Canada policies. GS1 Canada will provide reasonable guidance to Subscriber to facilitate this transition.
- 2.7. Healthcare: Notwithstanding anything to the contrary in this Agreement, the following terms shall apply with respect to healthcare products (e.g. registered pharmaceutical products or healthcare devices) ("**Healthcare Products**"):
- (a) GS1 Canada will not re-assign any GTIN or GS1 Company Prefix; and



(b) once a GTIN is assigned to a Healthcare Product, whether by Subscriber or by GS1 Canada, that GTIN cannot be reassigned in any way.

3. GS1 COMPANY PREFIX LICENSE

3.1. Contingent on Subscriber's compliance with the terms of this Agreement, GS1 Canada grants to Subscriber a revocable, worldwide, fully paid up, royalty free, non-sub licensable, non-transferable right to use the GS1 Company Prefix issued to Subscriber by GS1 Canada solely for the purposes set out in this Agreement. The following requirements and restrictions apply:

(a) The GS1 Company Prefix license may only be used in accordance with the global standards used to identify various data points, including items, locations, assets, logistics units, documents and service relationships owned or controlled by Subscriber.

(b) The GS1 Company Prefix may not be sold, leased, sublicensed, or subdivided for use by any third party. Special rules apply if Subscriber desires to transfer the GS1 Company Prefix or portion thereof in the event of a sale or merger, as set out in Section 3.3 of this Agreement.

(c) Once GS1 Canada assigns Subscriber a GS1 Company Prefix, no exchanges are permitted. If a GS1 Company Prefix does not suit Subscriber's business requirements, Subscriber must complete a release form, which is available on the GS1 Canada website. In the event that Subscriber would like to release and then be reassigned a GS1 Company Prefix, administration fees apply and an additional GS1 Company Prefix request form must be completed.

3.2. If another company (such as a distributor, broker, manufacturer, wholesaler, exporter, importer, etc.) represents Subscriber's company within the Canadian market and requires access to any GS1 Canada services on Subscriber's behalf, Subscriber must complete, and renew on an annual basis, a "Prefix Letter of Authorization", confirming that Subscriber permits the other company to represent Subscriber's company. This form is available at www.gs1ca.org/e/prefixauth. Subscriber must print the Prefix Letter of Authorization on Subscriber's company's letterhead and submit such letter, along with the applicable administration fee, to GS1 Canada.

3.3. In the event that Subscriber's corporate name changes, the Subscriber shall: (a) immediately notify GS1 Canada by completing the "Online Name Change Notification Form"; (b) pay GS1 Canada the applicable administration fee; and (c) include a copy of the relevant legal document(s) that confirm the name change. In addition to the process set out in the Section 2.3, international GS1 Canada members wishing to make changes to their company name must supply a confirmation letter from the GS1 Member Organization that issued the applicable prefix. In the event of a merger or acquisition impacting Subscriber's corporate name or ownership/assignment of applicable GS1 Key Identifiers, Subscriber shall notify GS1 Canada, follow the then current GS1 Canada process and pay the applicable administration fee for such process.

3.4. Subscriber's trading partners may request evidence of a valid GS1 Company Prefix and evidence of industry compliance. The "GS1 Company Prefix License Certificate", issued



by GS1 Canada, is valid for the 12-month licensing period and can be presented to trading partners as such evidence. Upon becoming a GS1 Canada Subscriber, you will be able to view and/or print a copy of the certificate at mygs1.gs1ca.org.

4. GS1 KEY IDENTIFIER LICENSE

4.1. Contingent on Subscriber's compliance with the terms of this Agreement, GS1 Canada grants to Subscriber a revocable, worldwide, fully paid up, royalty free, non-sub licensable, non-transferable right to use the GS1 Key Identifier issued to Subscriber by GS1 Canada solely for the purposes set out in this Agreement. The following requirements and restrictions apply:

- (a) The GS1 Key Identifier may only be used in accordance with the global standards used to identify objects owned or controlled by Subscriber. Global standards for the use of GS1 Key Identifiers are administered by GS1 Canada in Canada and can be found at www.gs1ca.org/pages/n/standards.
- (b) The GS1 Key Identifier may not be sold, leased, sublicensed, or subdivided for use by any third party. Special rules apply if Subscriber desires to transfer the GS1 Key Identifier in the event of a sale or merger, as set out in Section 3.3 of this Agreement.
- (c) Once GS1 Canada assigns Subscriber a GS1 Key Identifier, no exchanges are permitted. If a GS1 Key Identifier does not suit Subscriber's business requirements, Subscriber must complete a release form, which is available on the GS1 Canada website. In the event that Subscriber would like to release and then be reassigned a GS1 Key Identifier, administration fees apply and an additional GS1 Key Identifier request form must be completed.

5. SUBSCRIBER INFORMATION

5.1. Subscriber must ensure that the company information provided to GS1 Canada remains up-to-date:

- (a) Legal name and address must be accurate. Organizations that officially identify themselves with a number must provide GS1 Canada with the name under which they operate.
- (b) Contact information must include the e-mail addresses of employees who will receive essential news and communications from GS1 Canada. Please note that the contact details of the organization's CEO must be included.
- (c) Contact information must include the e-mail address(es), of the employee(s) responsible for coordinating and managing product identification internally.

6. GS1 RESPONSIBILITIES

6.1. Once Subscriber receives one of the licenses under this Agreement, GS1 Canada will provide Subscriber with access to certain tools and services, including access to GS1 Canada's online portal, technical support, guidelines and training materials. Subscriber will also be able to participate in some sector/industry supply chain committees and working groups, and is encouraged to do so.



7. FEES

7.1. Subscriber agrees to pay the fees associated with the GS1 Key Identifier or GS1 Company Prefix set out in the license registration process. The fees applicable to Subscriber will be based on the type of license requested, the size of the organization and Subscriber's annual sales. GS1 Canada reserves the right to review, validate and, in the event that it discovers a discrepancy between the company information provided and the actual sales and size of the organization, upgrade Subscriber to the correct category. Subscriber shall be responsible for the payment of the increased fees associated with such upgrade.

8. GENERAL

8.1. The terms of this agreement are subject to change upon notice, effective upon renewal, at GS1 Canada's discretion. Without limiting the foregoing, such changes may be made to conform with changes to GS1 standards worldwide, or to improve the operational efficiencies of GS1 Canada to better allow it to deliver low cost services to its subscribers.