TERMS OF USE FOR GS1 BARCODE NUMBER

GS1 India is affiliated to GS1 Global, Brussels and registered under applicable laws in India. GS1 India is responsible for allocation and administration of GS1 barcode number(s) commencing with "890".

The "Terms of Use" as laid in this document binds Applicant Company or Subscriber (as defined hereinafter) to use GS1 Barcode Number and/or identification keys as per the term and conditions mentioned herein below and by subscribing for GS1 Barcode Number and/or identification keys, the Applicant Company or Subscriber agrees to strictly adhere with the Terms of Use. The Applicant Company or Subscriber acknowledges that these Terms of Use are in electronic form and has the same force and effect as an agreement in writing. Further, this document shall be deemed to be a valid agreement enforceable as per appliable laws.

By using GS1 Barcode Number, identification keys and other related subscription/services as authorised by GS1 India, the Applicant Company or Subscriber is hereby deemed to represent and warrant that it has read and understood, and agreed to be bound by, these Terms of Use.

1. Definitions:

a. "**GS1 Identification Key**" individually refers to all identification keys allocated & implemented by GS1 India as per GS1 standards, this shall include keys that are allocated for products such as GCP, GTIN, GTIN-8, UPC (defined below) and for location known as "GLN" or "Global Location Number" and any other identification key that GS1 India may decide to allocate.

b. **"GTIN" or "Global Trade Item Number"** refers to the sequence of numbers which begins with "890" (country code) followed by 10 numerical digits representing a company code, product code and check digit; wherein country code and company code (allocated by GS1 India to the Applicant Company) collectively is known as GCP or GS1 (Global) Company Prefix. GTIN includes GCP for all future references hereinafter in this document. GTIN is a 13-digit product code for regular products and GTIN-8 which begins with "890" (country code) followed by 5 numerical digits, is an 8-digit product code for smaller products.

c. **UPC or Universal Product Code** refers to 12 numerical digit sequence of numbers (GTIN-12) assigned by GS1 India to the Applicant Company. Both UPC and GCP can be allocated to the Applicant Company as per its requirement.

d. **"Intellectual Property"** includes, but is not limited to, the technologies, sequencing of codes, and other programs used by GS1 India to assign the GS1 Identification Key. Further, the sequence representation, the pattern of vertical lines & white spaces using the GS1 Identification Key are representations/symbols belonging exclusively to GS1 India.

e. **"Applicant Company" or "Subscriber"** refers to the applicant of the GS1 Identification Key and is the Company / legal entity to whom the GS1 Identification Key is allocated, pursuant to the term and conditions set out by GS1 India hereunder or otherwise.

f. **"Products"** refer to the specific goods, items, packaging, etc. on which the Applicant Company is affixing the graphical representation of the assigned GTIN/GTIN-8 which bears "890" as the first 3 digits and/or 12-digit UPC.

g. **"Fees"** refers to the license fees (registration fee, subscription fee and interest-free refundable security deposit) payable by the Applicant Company to GS1 India for the right to use the GS1 Identification Key. The fee paid to GS1 India is non-refundable except for the interest-free refundable & adjustable security deposit amount or the amount of Fees only in case of cancellation/termination of GS1 India subscription within 30 days of subscription commencement date, subject to approval of GS1 India. Procedure for refund of fees, in case of cancellation/termination of subscription with GS1 India, is as per Annexure I.

h. **"Taxes/duties"** on the Fees payable (registration fee & subscription fee) shall be in addition to the applicable fees and shall be as per prevalent Government rules and regulations.

i. **"Term"** refers to the initial/existing period as specified at the time of granting the licence/rights to use/affix the GS1 Identification Key and includes any such renewed period as granted post validity of initial/existing period. The licence to use GS1 identification keys is subject to renewal each year/as specified from time to time by GS1 India for the rights of its continued use.

j. **"Unauthorised use"** refers to using GS1 Identification Key (with or without barcode) by any person, company or legal entity without registering with GS1 India or being previously registered with GS1 India but discontinued (cancelled/terminated/revoked/not renewed about the Term) later due to any reason whatsoever.

k. **"Grace Period"** refers to any additional period as granted by GS1 India to Applicant Company (against adjustment of Security Deposit, if any) post expiry of the license or subscription which may be of 45 days or any other period as may be considered fit at the discretion of GS1 India.

2. Recitals

GS1 India is the sole owner of the GS1 Identification Key allocated. The Applicant Company is being provided with a revocable privilege to use the GS1 Identification Key. Further, GS1 India is authorized to grant such rights in allocating GS1 Identification Key within the territory of India, Nepal, Bangladesh, Myanmar & Bhutan in accordance with the terms & conditions set out hereunder and any amendments thereto or other provisions made applicable from time to time.

3. Consequences of Misuse

GS1 India has taken protection against unauthorized use of '890 with barcode' under the Trade Marks Act, 1999. If GS1 India is anytime during the Term or post Termination convinced and has reasons to believe that Applicant Company is engaged in Unauthorised use in any manner whatsoever then Applicant Company will be liable to undertake the following obligations:

a. If any person, company or entity that was previously registered with GS1 India and has discontinued (cancelled/terminated/revoked) later on, due to any reason; continues to use the GS1 Identification Key even after its discontinuation, such defaulted person, company or entity will have to pay all outstanding dues till date from the date of cancellation/termination of subscription, costs incurred by GS1 India towards litigation/investigation, compensatory award as determined by the Courts of India or Arbitrator or GS1 India, as the case be and a penalty of Rs. 10,000/-.

b. If any person, company or entity (including group companies, sister concern, related parties of registered subscriber of GS1 India) that was never registered with GS1 India, unauthorisedly uses a GS1 Identification Key, then such defaulted person, company or entity shall be required to cease and desist the usage of such unauthorised GS1 Identification Key, pay the requisite fee towards the allocation of new GS1 Identification Key and/or UPC, costs incurred by GS1 India towards litigation/investigation, compensatory award as determined by the Courts of India or Arbitrator or GS1 India, as the case be and a penalty of Rs. 20,000/-. GS1 India reserves its right to allocate/assign any GS1 Identification Key at its sole discretion to such party.

Notwithstanding anything mentioned above, GS1 India retains its right to levy further or waive (fully or partially) any penalty, charges or fees against the Unauthorized use on case-to-case basis.

4. Grants

GS1 India grants a limited, non-exclusive, non-transferable, non-sub licensable and revocable license/rights to use the GCP and/or UPC for generating GS1 Identification Key and their graphical representations, for use in accordance with the terms set out hereunder and any other provisions expressly or impliedly communicated to the Applicant Company. Further, the GS1 Identification Key and/or UPC allocated to the Applicant Company is based on information provided by it in the registration form regarding the number of different product types (SKUs). For additional product numbering capacity, if desired at a later date, due to the addition of new product types/variants/SKUs; a fresh application/ registration form for a new GCP and/or GS1 Identification Key, will need to be submitted by the Applicant Company to GS1 India along with requisite fees as applicable at that time for new GCP and/or GS1 Identification Key and/or UPC as per capacity desired.

5. General

a. GS1 Identification Key granted shall be valid for the period/Term as specified at the time of allocation. The Applicant Company needs to renew its GS1 Identification Key subscription to continue using it for use of GS1 Identification Key, failing which any further use of GS1 Identification Key by the Applicant Company will constitute a violation of these licence terms, which may invite legal action by GS1 India as deemed fit.

b. GCP granted by GS1 India for authorised use shall be used for generating a unique GTIN for each product. The generation of GTINs will be hosted at GS1 India's web

portal named "DataKart". Details of each product, its images, etc. shall be uploaded to DataKart. Responsibility for the accuracy, completeness, image quality or uploading & updating product attributes and data at GS1 India's portal rests solely with the Applicant Company at all times and GS1 India shall have no liability whatsoever for the same. The details so uploaded would be accessible to consumers/ retailers etc. via e-digital media or other GS1 India services including but not limited to DataKart portal, Smart Consumer App, GS1 Cloud, GS1 GEPIR (Global Electronic Party Information Registry), etc.

c. Applicant Company shall validate and publish the uploaded product details, images and description at the DataKart portal within 30 days of upload. In the event, if validated information is being kept at the portal unpublished, such information gets auto-published post expiry of above mentioned 30 days.

d. GS1 India reserves the right to fix / update the subscription renewal fee for each upcoming year, and the Subscriber (Applicant Company) is required to pay the same in full and in advance for the subsequent year to continue the subscription. GS1 India may impose any additional charges, if renewal is made on a date beyond the expiry of allotted Grace Period to the Applicant Company and it shall be liable to pay the same.

6. License fees

a. In consideration to the GS1 Identification Key allocated by GS1 India, the Applicant Company shall pay a non-refundable and non-transferable License/Rights Fee to GS1 India in full and in advance. Part payment will lead to withdrawal/revocation of the licence, resulting in termination of subscription. The Applicant Company shall, before the expiry of each term, receive a renewal letter for its licence for another term, as specified time to time. The Applicant Company needs to renew its subscription to continue using the GS1 Identification Key failing which, the use of the GTIN or its graphical representation, will constitute a violation of the licence terms, which may invite legal action by GS1 India as deemed fit. The Applicant Company shall also be liable to pay any additional/revised Fees that as may be applicable and communicated by GS1 India.

b. GS1 India shall not be responsible towards any thirdparty(ies) making payment/remittances to GS1 India on behalf of the Applicant Company or Subscriber and such third party(ies) shall not have any right in the license to use GS1 barcode numbers (GS1 Identification Key) as mentioned herein, in any manner whatsoever, and GS1 India shall be issuing the payment receipts in favour of the Subscriber only.

7. Applicant Company's obligations as to conformity of directions of GS1 India

a. GS1 Identification Key is allocated to the Applicant Company for the Term as per the terms and conditions mentioned in this document.

b. The Applicant Company shall adhere to all instructions/directions of GS1 India pertaining to the use of the GS1 Identification Key and/or UPC. The Applicant

Company must at all times act in good faith and perform functions to its best efforts to ensure and protect the intellectual and proprietary rights of GS1 India in GS1 Identification Key. The Applicant Company shall also adhere to the technical specifications as set out by GS1 India and made available from time to time.

c. The Applicant Company shall print its name on all the product packaging where it uses GS1 India barcodes (which includes GCP, GTIN and/or UPC). Except, where the Applicant Company is not the brand owner and has registered with GS1 India for a single brand usage duly authorised by the specified brand owner. In such scenario, name of the specified brand owner shall be printed on the product packaging where it uses GS1 India barcodes (which includes GCP, GTIN and/or UPC).

d. The Applicant Company must always adhere to UDI compliance guidelines as per Annexure II of this document, wherever applicable.

8. Use and Protection of GS1 Identification Key and Intellectual Property

a. The Applicant Company confirms to recognize that the GS1 Identification Key and the Intellectual property related thereto are the sole property of GS1 or GS1 India. The Applicant Company acknowledges that the right to allocate GS1 Identification Key is exclusive to GS1 India and it shall not attempt to act in any manner contrary to the same.

b. The Applicant Company does not have the right to pass-on/assign the GS1 Identification Key/Intellectual Property of GS1 India. The goodwill generated or any other rights that accrue by the use of the GS1 Identification Key/Intellectual Property of GS1 India, shall at all times, belong to GS1 India exclusively.

c. The Applicant Company under all circumstances shall promptly notify or call to the attention of GS1 India, the unauthorised use of any Intellectual Property or GS1 Identification Key, by any third party or any such activities of third parties, which in the opinion of the Applicant Company is an infringement of the legal rights of GS1 India.

9. Covenants, Representations and Warranties of Applicant Company

Each Applicant Company hereby represents, warrants and covenants that:

a. It shall use the GS1 Identification Key only for the company / entity to whom it has been allocated, and not for any of its sister concern, subsidiaries, related parties etc. The Applicant Company warrants that it shall not use the GS1 Identification Key as its own or refer it to as associated with, its own name/products. Further, the Applicant Company shall not sub-allocate/ assign/ authorise/ allow/ pass-on/ lease/ rent/ transfer the rights granted herein with respect to GS1 Identification Key.

b. It shall not use the GS1 Identification Key if it has failed to comply with the terms of use or pay the requisite license/rights fee and other amounts related to the use of GS1 Identification Key. In case of continued use, the Applicant Company accepts

to be legally liable to GS1 India for unpaid license/rights fee, penalty, damages and any other amounts that may be levied by GS1 India with reference to Clause 3 of this document.

c. It shall help/assist GS1 India by providing information, details, data, etc. towards provisions of Clause 9, to ensure proper use of the rights of GS1 Identification Key.

d. In case there is any change in the constitution/structure of the Applicant Company etc., then it shall provide all related information within 10 working days to GS1 India. The Applicant Company agrees to pay any additional Fees or abide by any additional terms that GS1 India may impose to effect such changes.

e. In the event of any changes as mentioned in the Clause 9(d) or in the name, legal status or ownership of the Applicant Company as well as brands (belonging to the Applicant Company) at a later date, or any disputes on the same, the same would need to be informed to GS1 India within 90 days, who at its discretion, would be free to decide whether the GS1 Identification Key allocated can be used by the new entity or whether the same is revoked and a fresh registration is warranted for the allocation of a new GS1 Identification Key, at a Fee, as applicable.

f. Applicant Company agrees to pay any additional fee or abide by any additional terms that GS1 India may impose to effect such changes; and agrees to pay a fee of Rs. 2000/- plus applicable taxes in case the change is informed beyond 90 days but within 3 years and Rs. 5000/- plus applicable taxes in case informed beyond 3 years of such change or any other amount as may be revised from time to time.

g. The Applicant Company or Subscriber warrants that all documents/information submitted by it to GS1 India are true and correct. It understands that GS1 India shall allocate GS1 Identification Key to it, relied entirely upon the documents submitted/information furnished by it.

h. The Applicant Company or Subscriber agrees that if GS1 barcode numbers (GTIN and/or UPC) are used or printed on those products for which it does not own the brand(s) then it shall have a valid authorisation from the brand owner(s) to use/print GS1 barcode numbers on their products and it shall use the GS1 barcode numbers on their products only during such period for which it has been authorised by them. The Applicant Company or Subscriber shall provide necessary documents/ approvals/ authorization to use GS1 barcode numbers on those products, as and when required by GS1 India.

i. The Applicant Company or Subscriber shall take full responsibility of the product data/images uploaded by it on GS1 India's Datakart portal and keep GS1 India and any of its other subscribers harmless. Subscriber shall be liable for indemnification for any loss suffered by GS1 India or any of its other subscribers due to Subscriber's mis-representation or unauthorized/illegal use of GCP/GTIN and/or UPC and for which it does not have necessary documents / approvals / authorization directly / indirectly from the brand owners.

j. The Applicant Company or Subscriber agrees that where GS1 India allows the Applicant Company or Subscriber to post and upload any content or material on

GS1 India's Datakart portal, the Applicant Company or Subscriber shall ensure that such content or material is not offensive, disruptive, infringing and the same is in accordance with all applicable laws.

k. GS1 India has the right (but not the obligation) to review the contents or materials posted by the Applicant Company or Subscriber on GS1 India's Datakart portal and to remove such contents or materials in its sole discretion.

l. The Applicant Company or Subscriber agrees that GS1 India reserves the right at all times to disclose any information about the Applicant Company or Subscriber as is necessary for GS1 India to satisfy or comply with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in GS1 India's sole discretion.

m. The Applicant Company or Subscriber shall be solely responsible to GS1 India and to any third party for any breach of its obligations under these Terms of Use and for the consequences (including any loss or damage which GS1 India may incur or suffer) for any such breach.

n. The Applicant Company or Subscriber shall not use GS1 Identification Key and/or GCP for any illegal purposes.

o. The Applicant Company warrants that it will be bound by the term and conditions with respect to Clause 12 even after the termination or when the Applicant Company ceases to be a Subscriber.

10. Action against third parties

GS1 India shall have the exclusive right to take all/any action against third parties with respect to violation of its Intellectual Property rights, and if required, the Applicant Company or Subscriber shall co-operate fully with GS1 India in any such action, in all manner possible. In the event of any disputes related to ownership of GS1 Identification Key allocated by GS1 India, GS1 India shall be the sole authority and its decision shall be final & binding on the Applicant Company or Subscriber.

11. Termination

a. *Termination for breach:* Without prejudice to any other rights available to GS1 India under these Terms of Use or applicable law, GS1 India is entitled to terminate the licence/rights granted to the Applicant Company or Subscriber with respect to the use of GS1 Identification Key after giving 7 days' notice of termination, in any of the following circumstances:

(i) when there is failure on the part of the Applicant Company or Subscriber to make payment of license/rights fee, or

(ii) if GS1 India has reasons to believe that the existing/registered Subscriber is in breach of these Terms of Use or has not been adhering to the standards prescribed, or is acting in detrimental manner towards the interest of GS1

India, or is acting contrary to the general business practices or norms of the trade, or is involved in any such similar activity, or

(iii) failure on the part of the Applicant Company or Subscriber to perform its obligations or these Terms of Use, or

(iv) if the Applicant Company or Subscriber provides fraudulent, inaccurate, or incomplete information to GS1 India; or

(v) if GS1 India is unable to verify or authenticate any information provided to GS1 India by the Applicant Company or Subscriber; or

(vi) the disqualification of the Applicant Company or Subscriber from being able to perform responsibilities, such as liquidation, winding-up, death, etc. or any change in ownership, constitution, directors, etc. of the Applicant Company or Subscriber, that is not informed to GS1 India, or for which GS1 India has not given any written assent.

b. *Voluntary Termination*: GS1 India reserves the right to terminate or revoke the rights granted to the Applicant Company with respect to use of the GS1 Identification Key, GCP, GTIN and/or UPC, by sending written prior notice of 15 days. The Applicant Company can also voluntarily terminate the agreement by sending an appropriate written notice to this effect to GS1 India.

c. In the absence of non-renewal of the subscription, the Applicant Company will cease to be entitled for all the rights as provided to it under this agreement and it shall immediately discontinue using GS1 Identification Key and/or UPC commencing the day validity of the license ends, for all/any purposes whatsoever. However, in case of any Grace Period being granted by GS1 India to Applicant Company either against adjustment of Security Deposit or any other reason at the GS1 India's discretion; the Applicant Company will continue to remain Subscriber with all rights as mentioned in this agreement for that particular Grace Period only and not beyond.

12. Consequences of Termination

a. On termination, the Applicant Company shall forthwith pay GS1 India all amounts due pertaining to outstanding dues against the Applicant Company as per the records of GS1 India.

b. Upon termination, the Applicant Company shall discontinue the use of GS1 Identification Key, barcodes & all Intellectual Property of GS1 India and all other forms of rights/representations granted by GS1 India with immediate effect. Any needful continuance must be approved in writing by GS1 India. The allocation of GS1 Identification Key, GCP, the graphical representation, and other rights granted, shall stand revoked upon termination. Further, the Applicant Company must ensure the proprietary rights of GS1 India are protected irrespective of the surrender, and that all use of rights granted (including but not limited to printing GS1 Identification Key, GS1 barcodes etc. on product packaging, websites, online shopping sites, advertisements, all media & communication channels etc.) shall be stopped consequent to the termination.

13. Disclaimer

The license to use GS1 Identification Key is granted by GSI India on an "as is" basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). Unless otherwise specifically stated herein, GS1 India does not provide or make any representation, warranty or guarantee, express or implied about the GCP or GS1 Identification Key. Without limiting the foregoing, To the fullest extent permitted by law, GS1 India disclaims all liability arising out of the Applicant Company's use or reliance upon the GS1 Identification Key, the content or information provided by the Applicant Company to avail the use of GS1 Identification Key, or any opinion or suggestion given or expressed by GS1 India.

14. Indemnity and Limitation of Liability

a. The Applicant Company or Subscriber agrees that the use of GS1 Identification Key by them is at their sole risk. They will not hold GS1 India responsible for any loss, damage or injury that results their access to or use of GS1 Identification Key. The Applicant Company / Subscriber agrees to indemnify and hold harmless GS1 India, its officers, directors, employees, consultants, licensors, agents, and representatives from and against any and all claims, losses, liability, damages, injuries and/or costs (including reasonable attorney fees and costs) arising from the Applicant Company's or Subscriber's access to or use of GS1 Identification Key, violation of these Terms of Use, or infringement of any intellectual property or other right of any person or entity by the Applicant Company or Subscriber.

b. All precautions have been taken by GS1 India while allocating the GS1 Identification Key to the Applicant Company. However, in the event of any fault in allocation of the GS1 Identification Key by GS1 India or any default otherwise, the liability of GS1 India shall stand limited to the amount (fee) paid by the Applicant Company to GS1 India against annual subscription/renewal fee for that particular year only.

15. Miscellaneous

a. *No waiver and severance:* There will be no waiver by GS1 India to any of the Applicant Company's obligations, unless made in writing. Nor any waiver by GS1 India in respect to any breach of these Terms of Use by the Applicant Company or Subscriber shall be deemed to constitute a waiver of, or consent to, any subsequent breach(s) by the Applicant Company. In the event that any provision of these Terms of Use is declared by any judicial or other competent Authority to be void, voidable or illegal, the remaining provisions hereof shall continue to apply, unless GS1 India in its sole discretion, decides to do otherwise.

b. *Governing Law:* These Terms of Use shall be governed by and construed in accordance with the laws of India. All matters arising out of or in connection with these Terms of Use shall be subject to the exclusive jurisdiction of Courts in New Delhi.

c. *Dispute Resolution:* In the event any dispute between the Parties which cannot be resolved or settled through mediations between parties, the dispute shall be then

referred to and finally resolved by arbitration at New Delhi in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and any amendments made thereafter. The tribunal shall consist of a sole arbitrator who will be appointed jointly by both the Parties and the official language of the arbitration shall be English. The award passed by the arbitral tribunal shall be binding on the parties.

d. *Change of Address*: The Applicant Company or Subscriber shall keep its address and contact details updated and give notice to GS1 India on change/acquisition of a new business address within 7 (seven) working days of such change. Any failure on the part of the Applicant Company or Subscriber to inform GS1 India of any change in address or contact details shall constitute a violation that can consequently lead to termination of licence/rights at the discretion of GS1 India.

e. *Commercial Communication*: GS1 India can contact the Applicant Company or Subscriber through phone (including voice calls or text messages), emails, mobile application, postal, facsimile or any other mode of communications as per the contact details provided / shared by the Applicant Company or Subscriber for any purpose in relation to GS1 India services, such as customer support, service enquiry, renewal reminders, account related updates (invoices and payments etc.), launch of new plan / scheme, organising of workshops / events by GS1 India or any other communication as considered important under this agreement. However, if the Applicant Company or Subscriber do not wish to receive such messages or calls from GS1 India, the Applicant Company or Subscriber can register its number under Do Not Disturb by calling or sending an SMS to 1909 (toll free) to register with the National Customer Preference Register (NCPR). The Applicant Company or Subscriber may also register at www.nccptrai.gov.in. If the Applicant Company or Subscriber still receive any unwelcome calls/SMSs/emails after registering under Do Not Disturb, the Applicant Company or Subscriber can write to GS1 India at info@gs1india.org. Please mention the phone number or email ID from which the call/email was received. Please note that upon registering for Do Not Disturb facility, the Applicant Company or Subscriber will still continue to receive calls or messages and emails of transactions and reminders related to the products and services you are availing from GS1 India for which you may consent to at the time of order or otherwise for the said products and services.

f. *Use of Logo:* Applicant Company acknowledges and agrees that GS1 India may use the logos and trade names / entity name of the Applicant Company to represent GS1 India's subscribers at GS1 India's website(s), mobile application(s), published materials, documents, reports etc.

g. *Amendment:* GS1 India reserves the right to amend, modify (from time to time) or terminate any portion of these Terms of Use at any time and in its sole discretion without further notice to the Applicant Company or Subscriber. Any such amendment or modification shall be effective once GS1 India post a revised version of the Terms of Use on its website. It is the responsibility of the Applicant Company or Subscriber to review the Terms of Use periodically.

Annexure I

A. Procedure for refund of "Interest-free security deposit" after cancellation/termination of GS1 India subscription (where applicable): -

1. A letter on company letterhead, requesting for refund of interest-free security deposit (as applicable) along with Bank details.
2. Subscriber needs to submit an affidavit on non-judicial stamp paper to GS1 India. Format for this affidavit can be downloaded from:- https://admin.gs1india.org/uploads/RENEWAL_affidavit_for_cancellation_of_barcode_number_f11c4fd4ca.pdf
3. This security deposit will be refunded by GS1 India after adjusting all dues including but not limited to unpaid TDS, fees for any additional/grace period granted, penalty etc. (if any).

B. Procedure for refund of "Fees" in case of cancellation/termination of GS1 India subscription within 30 days of subscription commencement date, subject to approval of GS1 India (w.e.f 01st April 2026): -

1. A letter on company letterhead, requesting for refund of Fees (as applicable) along with Bank details.
2. Subscriber needs to submit an affidavit on non-judicial stamp paper to GS1 India. Format for this affidavit can be downloaded from: - https://admin.gs1india.org/uploads/RENEWAL_affidavit_for_cancellation_of_barcode_number_f11c4fd4ca.pdf
3. The Fee will be refunded by GS1 India after adjusting all dues including but not limited to deduction of admin. processing fee of Rs 3000.00 + GST towards the refund.

Annexure II

UDI compliance guidelines for GS1 Identification keys used for unique identification of medical devices (known as "Unique Device Identifiers" or "UDI")

1. The Applicant company or Subscriber understands that GS1 India is a member of the global GS1 organisation ("GS1 Global Office"), which has been accredited by certain regulatory agencies as an issuer of UDIs and, in that capacity, both are subject to certain regulatory obligations (e.g. reporting of companies that use the GS1 standards for unique identification of medical devices).

2. The Applicant company or Subscriber understands that when it uses GS1 Identification key to identify a product that may be characterised as a medical device under the laws of the country where such product is marketed (a "Medical Device"), the following rules shall apply:

   (a) upon applying for a license, the Applicant company or Subscriber must inform GS1 India if a GS1 Identification key will be used to identify a Medical Device and in which country the related product will be marketed;

(b) the Applicant company or Subscriber is and shall at all times remain responsible for the information about the Medical Device provided by it to GS1 India and for compliance with any applicable regulatory obligations and shall ensure any information provided to GS1 India is accurate and up to date at all times;

(c) GS1 India may monitor correct implementation of the GS1 Standards by Applicant company or Subscriber;

(d) In case GS1 India identifies a Deficiency (as defined in section 3 below), GS1 India may inform Subscriber in writing (addressed to Subscriber's usual contact person) of such Deficiency, suggesting a way to correct the Deficiency and requiring Subscriber to correct such Deficiency within 90 calendar days from the date of the notification (the "Correction Period").

(e) GS1 India may monitor whether Subscriber has corrected a Deficiency within the Correction Period. Failing such correction, at the latest eight (8) calendar days after expiry of the Correction Period, GS1 India may contact Subscriber again and seek to amicably resolve the Deficiency.

(f) If the Deficiency is not corrected within an additional period of 90 days from the expiry of the Correction Period and pertains to a repeated and/or deliberate misuse of the GS1 Standards related to UDI, GS1 Global Office, working with the GS1 India, may inform the regulator and modify the use (incl. suspension and revocation) of the GS1 Company Prefix for UDI implementation in the relevant jurisdiction, as a follow-up action taken in cooperation with the relevant regulator.

(g) Subscriber acknowledges and agrees that GS1 India must, in the context of its regulatory obligations, share certain information with the relevant regulators either directly or via GS1 Global Office, including without limitation: the fact that Subscriber uses the GS1 Identification key to identify Medical Devices marketed in the regulator's country, the GS1 Identification key, the name of Subscriber's company, as well as any identified and uncorrected Deficiencies. Subscriber understands that neither GS1 India nor GS1 Global Office may be held liable for any direct or indirect consequences, losses or damages resulting of GS1 India and/or GS1 Global Office providing such information to a regulator.

3. For the purpose of this section, a "Deficiency" means any of the following: a misconstruction of the identifier, a mismatch between the name of the company holding the license for the GS1 Identification key and the company using the GS1 Identification key or any other inaccurate, incomplete or outdated information.