TRADE PARTNER
SERVICE LEVEL AGREEMENT
For Southern Africa companies only

OBJECTIVE OF SERVICE LEVEL AGREEMENT:

Data Publisher wishes to enter into a Service Level Agreement (“SLA”) with GS1 pursuant to which GS1 shall grant DP access to and use of the DATAnet.za System for global data synchronization.

PARTIES TO THE AGREEMENT:

GS1 South Africa a division of the CONSUMER GOODS COUNCIL OF SA
Hereinafter referred to as “GS1”

AND

Data Publisher or “DP”

The Parties undertake to keep the terms of this SLA and all information obtained in pursuant of this SLA strictly confidential.
**DATAnet.za Terms & Conditions Revision History**
**TPSLA for Companies in Southern Africa region only**

<table>
<thead>
<tr>
<th>Revision No.</th>
<th>Revision Date</th>
<th>Summary of Changes</th>
<th>Changes Marked (Y/N)</th>
<th>Author</th>
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<tbody>
<tr>
<td>4</td>
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<td>Include the word Data Publisher on front page</td>
<td>Y</td>
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<td>Include ‘The parties undertake’ on front page</td>
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| 5            | 23/02/2012      | Change footer to the original date of creation of the document  
Add in the title heading “For Southern Africa Countries Only” on page 1  
Remove Global End User from Definitions on page 3  
Remove paragraph three under Terms and Conditions on page 3  
Remove point three under the fee structure on page 8 | Y                    | FvdL   |
| 6            | 26/07/2012      | Inclusion of GS1 Terms of Service to the application form                                                                     | N                    | FvdL   |
| 7            | 11/12/2012      | Change name of 1SYNC to 1WorldSync  
Include a Technical Call Centre Service Policy after the Application Form                                                      | N                    | FvdL   |
|              | 27/02/2013      | Added in the new fees for 2013/2014                                                                                             | N                    | FvdL   |
| 9            | 19/04/2013      | Added in the Training Form                                                                                                     | Y                    | FvdL   |
| 10           | 26/04/2013      | Made corrections and changes to the Training Form                                                                               | N                    | FvdL   |
| 11           | 03/03/2014      | Updated Fees for 2014/2015 financial year                                                                                       | N                    | NK     |
| 12           | 13/03/2014      | Additional number banks, e.g. GTIN-8, GTIN-12                                                                                  | Y                    | NK     |
| 13           | 27/02/2015      | Updated Fees for 2015/2016 financial year                                                                                       | N                    | NK     |
| 14           | 15/01/2016      | Updated Fees for 2016/2017 financial year                                                                                       | N                    | FvdL   |
| 15           | 23/02/2017      | Updated Fees for 2017/2018 financial year (Old model)                                                                            | N                    | FvdL   |
| 16           | 28/02/2020      | Updated Fees 2020/2021 financial year and Verify by GS1 registry updates                                                        | N                    | MFP    |

**Date of this Original Version: 3 November 2010**

**Date of next Revision:**

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Page 2 of 18
DEFINITIONS:

Unless a contrary intention clearly appears, the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –

1. “Fees” means all the fees contemplated in Annexure 1;
2. “Application Form” means the application form submitted by DP to obtain access to the DATAnet.za System attached as Annexure 2;
3. “DATAnet.za System” all references in this document to the DATAnet.za System will include the use of the 1WorldSync system for data capture (whether through the Graphical User Interface (“GUI”), import spreadsheet or XML) and the DATAnet.za data quality validation system that includes population of listing forms and data extracts;
4. “End Users” means GS1 members who have been granted a GS1 Data Support License by GS1;
5. “GDSN” means Global Data Synchronization Network that enables data synchronisation per the GS1 GDSN Standards;
6. “GDSN Terms” means the GS1 GDSN, Inc. Terms of Participation Agreement for Non-US Training Partners attached as Annexure 3;
7. “GS1 GDSN Standards” means an integrated global standards system that provides for accurate identification and communication of information regarding products, assets, services, and locations, as may be prescribed by GS1 and/or GS1 GDSN Inc. from time to time;
8. “GSMP” means upgrades to the “GS1 GDSN Standard” as approved by GS1 and/or GS1 GDSN Inc. from time to time;
9. “Parties” means GS1 and DP.
10. “GS1 Bar Code License Fees” means the annual membership fee to use a GS1 Company Prefix for allocation of numbers to identify products or services.
11. “GTIN” means a Global Trade Item Number issued by GS1.

TERMS OF THE SERVICE LEVEL AGREEMENT:

1. GS1 will provide DP with a Username and Password (“Log On”) in order to enable DP to access and use DATAnet.za. DP must keep these details assigned confidential at all times and not permit any person, other than an authorized DP staff member to use DATAnet.za, and then only in accordance with this SLA.
2. DP undertakes to keep the terms of this SLA, and all information obtained by DP in terms of or pursuant to this SLA, strictly confidential. Registered Usernames and Passwords in respect of the DATAnet.za System shall not be shared, leased or loaned to another third party. GS1 is to be notified of any additional staff requiring access to the DATAnet.za System in order for individual Usernames and Passwords to be issued. When staff leave the employ of DP, GS1 is to be notified immediately.
3. DP will have the right to publish product information solely to End Users located within the countries of South Africa, Lesotho, Botswana, Swaziland, Namibia, Zimbabwe, Mozambique, Zambia, Angola, Tanzania, Democratic Republic of Congo (collectively described as “Southern Africa” or “Geographic Territory”).

For data support services to and from territories other than those falling within the Geographic Territory, DP agrees to obtain approval from GS1 for such services, which approval shall not be unreasonably withheld. In order for GS1 to consider any such request, DP must first submit a written request to GS1 identifying the data source, data recipient and country or countries included. Any request for such approval will be in the sole discretion of GS1 and if approved GS1 reserves the right to charge additional fees for any such allowance.
4. DP must immediately notify GS1 of any breach of security of the Log On assigned. GS1 may change the Log On details assigned to DP at any time. DP may not use any automated scripts to Log On or perform any activities on DATAnet.za using the online interface. Should DP require GS1 to reset a password this request must be done via e-mail to services@cgcsa.co.za. No telephonic requests will be accepted.
5. DP may only use DATAnet.za for internal business purposes. DATAnet.za, and access to the system, is not to be resold for commercial purposes.
6. DP undertakes to keep their levels of expertise on GS1 GDSN Standards as well as the DATAnet.za System current and up to date.
7. DP agrees to ensure complete compliance to the GS1 GDSN Standards and GDSN Package Measurement Rules for data accuracy. This includes but is not limited to the accurate physical properties of product in relation to data captured and published on DATAnet.za i.e. dimensions, weights, Brand Name, Variants, Pack Size, Unit of Measure, and GTIN Allocation Rules.
8. DP shall at all times remain cognizant of the mandatory GDSN versioning upgrades as approved in accordance with GSMP. This includes updates to the GDSN Standards, attribute changes, new features, functionalities and extensions which will impact End Users.
9. DP is required to actively attend and participate in GDSN training offered by GS1 be it through webinar and or classroom training. Specific mandatory training will be
10. GS1 will use reasonable endeavours to ensure that DATAnet.za performs substantially in accordance with the DATAnet.za User Manual published by GS1 from time to time.

11. GS1 shall make reasonable efforts that are commercially viable to keep DP up to date with the mandatory GDSN Standards versioning upgrades in accordance with GSMP.

12. GS1 may from time to time make modifications to DATAnet.za including but not limited to its design, functionality and appearance.

13. DP acknowledges that GS1 is not a party to any transaction made through or as a result of DATAnet.za and that GS1 has no responsibility for the following:

(a) the accuracy or completeness of any information published on DATAnet.za by DP (including, without limitation, prices of, or trading terms relating to, any products included on DATAnet.za) or by any other party including Vendors, Data Controllers, Buyers, Agents, Distributors;

(b) with respect to any product promoted or purchased or sold as a result of DATAnet.za or the terms of any such transaction;

(c) with respect to the transaction itself (including any claim or dispute relating to that transaction).

14. DP must comply with all applicable laws and all reasonable directions issued by GS1 from time to time in relation to DP’s use of DATAnet.za.

15. Without limiting any other provisions of this SLA and unless otherwise specified by GS1, DP is solely responsible:

(a) as a Vendor or Data Controller, for supplying, maintaining and updating all content on DATAnet.za and administering access to content by DP trading partners and staff or other representatives;

(b) as a Vendor or Data Controller, for reviewing and checking all content on DATAnet.za (including, without limitation, any content updated by GS1 at DP’s request and any determination or confirmation of the GPC of food and beverage items by GS1) as correct and complete; and

(c) as a Vendor, Data Controller, Buyer, Agent or Distributor, for obtaining at DP’s own cost all equipment and software necessary to enable DP to access and use DATAnet.za.

16. DP may not permit any third party to access or use DATAnet.za without the prior written consent of GS1.

17. GS1 may access DATAnet.za on DP’s behalf without notice for purposes associated with DATAnet.za including but without limitation to administration, training, education and support.

18. GS1 will use reasonable efforts to ensure that the content made available through DATAnet.za is available only to persons who are registered users of DATAnet.za, and not for Commercial Purposes.

19. GS1 may at any time without any liability to DP, remove from DATAnet.za any content which it reasonably regards as inappropriate or likely to cause a breach of this SLA by DP, or a breach of any applicable law.

20. GS1 may at any time and for any reason suspend DP’s access to or use of DATAnet.za without any liability to DP. GS1 will attempt to notify DP of any such suspension but will not be liable to DP if it does not do so. Suspension will be embarked on under the following circumstances:

20.1 Failure to pay the Fees and the annual GS1 Bar CodeLicense Fees;

20.2 Any material breach of this agreement.

21. DP acknowledges that whilst individuals may unsubscribe from certain publications, one (1) individual must always be nominated to receive communications from DATAnet.za. Due to the business critical nature of some DATAnet.za communications and essential updates all primary and secondary contacts are unable to opt out of this type of communication without providing a new contact name to take up that position. This is to ensure every business has been communicated to about changes relating to the GS1 services. To support this DP must immediately advise GS1:

(a) of any change in DP’s location, e-mail or postal address, contact telephone number as detailed in the Application Form; and

(b) if the primary or secondary contact ceases to be an employee or appropriate contact between GS1 and DP, details of a replacement primary/secondary contact must be made available within 3 days of change becoming effective.

(c) GS1 may change the terms of this SLA from time to time provided that GS1 provides 14 days notice addressed to the Primary Contact at the address or e-mail address detailed in the Application Form or as varied in accordance with clause (b) above.

22. Upon receipt of notice of any variation in accordance with clause (c) above DP may terminate this SLA by notice in writing to GS1 within 30 days. DP will not be entitled to any refunds.
23. GS1 may at any time discontinue any additional services offered (product, system, service or catalogue provided) through or associated with DATAnet.za.

24. Member understands and agrees that:
   
   (a) the Data is shared by GS1 South Africa with Verified by GS1 registry, a global service operated by GS1 AISBL (GS1 Global Office) and provided locally by GS1 South Africa;
   
   (b) the Data is made available by Member to Verified by GS1; and
   
   (c) DP to participate in international transactions for data synchronization through DATAnet.za.

25. The Data is made available by Member to Verified by GS1 under the terms of the “GS1 Verified by GS1 Terms of Uses” (available on the GS1 International Website), as amended from time to time, which are binding on Member.

26. The Verified by GS1 solution displays Data that is not owned nor controlled by GS1 AISBL or GS1 South Africa, therefore the Data is made available on an ‘as is’ and ‘as available’ basis. Verifications made by the Verified by GS1 solution are limited to automated logical checks and do not include physical or legal validations of the accuracy of the Data. Neither GS1 nor the GS1 Member Organisations, Data Providers nor Designees represent or warrant that the Data is accurate, complete and/or up-to-date. Use of the Data, and the Verified by GS1 solution is at Data Recipient’s sole risk. GS1 does not represent or warrant that the Verified by GS1 solution will be secure or free from error or interruption. Neither GS1 AISBL nor GS1 South Africa represent or warrant that the Verified by GS1 solution and the Data are suitable for any regulatory purpose, including without limitation any regulatory reporting requirements in the healthcare sector. To the fullest extent permitted by law, GS1 makes no representations or warranties, express, implied or otherwise, regarding any matter, including the Data, and the Verified by GS1 solution. Any such representations or warranties are expressly disclaimed.

27. Member understands that the use of the Data by data recipients accessing Verified by GS1 will be subject to the “The Verify by GS1 solution Terms of Use” (available on the GS1 International Website), as amended from time to time.

GDSN PARTICIPATION:

1. DATAnet.za is connected to the GDSN through 1WorldSync, a GS1 Certified Data Pool. GDSN is an internet based, interconnected network of interoperable data pools, via a central global registry operated by GS1 GDSN, Inc and known as the “GS1 Global Registry”. This enables:

   (a) GS1 to participate and act as a Data Pool in the GDSN for locally certified master data;

   (b) The publication of key searchable data (Global Location Number (GLN), Global Trade Item Numbers (GTIN), Target Market Country Code and your products Global Product Classification Code (GPC)) on the GS1 Global Registry. Searchable data does not include Product Descriptions, any Product Details or any Pricing amongst others; and

   (c) DP to participate in international transactions for data synchronization through DATAnet.za.

2. The GS1 Global Registry and DP’s access to it via DATAnet.za are subject to the GDSN Terms. DP hereby acknowledges and agrees that their right to participate and use DATAnet.za and to access the GS1 Global Registry or the GDSN are conditional on DP being bound by and complying with the GDSN Terms and Conditions and that DP agrees to be bound by the GDSN Terms which are attached as Annexure 3.

FEES AND PAYMENT:

1. DP agrees to pay GS1 DATAnet.za Fees as contemplated in Annexure 1. Unless otherwise stipulated all Fees are exclusive of Value Added Tax (VAT). This Fee excludes the GS1 Bar Code License Fees which shall be payable by DP as notified by GS1 from time to time.

2. Payment of DATAnet.za Fees must be within 30 days from date of invoice. Payment may be made by cheque, electronic funds transfer directly into GS1’s nominated bank account, credit card or cash payment at GS1 offices.

3. DP agrees to pay GS1 an annual license fee as contemplated in Annexure 1. Such license fee will be invoiced on 1 March of each year. Payment must be made within 30 days of Invoice by cheque, electronic funds transfer directly into GS1’s nominated bank account, credit card or cash payment at GS1 offices.

4. GS1 reserves the right to charge a fee in relation to bank processing charges imposed on GS1 in respect of payments for this SLA via credit card payments.

5. GS1 may, from time to time, increase the Fees, as contemplated in Annexure 1, by written notice and is subject to an annual price increase determined by GS1, which shall be communicated in advance either via e-mail or on the website. Publication of the increased Fee on the GS1 website shall constitute written notice of such increase. Your continued use of DATAnet.za after such notice shall constitute acceptance of such increase.
WARRANTIES, UNDERTAKINGS AND INDEMNITIES:

1. In using DATAnet.za, DP warrants and undertakes to GS1:
   (a) to comply with all applicable laws and regulations;
   (b) to use the DATAnet.za System strictly in accordance with this SLA for the purposes as set out in this SLA;
   (c) to not tamper with or otherwise modify the DATAnet.za System;
   (d) to take reasonable precautions to protect the security, privacy and confidentiality of the DATAnet.za System;
   (e) to take reasonable precautions to not post, send or otherwise make available through DATAnet.za any material that contains any virus, Trojan, worm or similar deleterious programme that may damage or interface with the operation of DATAnet.za;
   (f) to not post, send or otherwise make available through DATAnet.za any material that:
      (a) comply with all applicable laws in relation to its operation of DATAnet.za; and
      (b) take reasonable precautions to protect the security, privacy and confidentiality of DATAnet.za.

3. DP agrees to indemnify GS1 and keep it indemnified against any liability, loss, cost or damage which GS1 may suffer or incur arising out of or in connection with DP rendering the services as contemplated in this SLA and/or a breach by DP of any provision of this SLA.

LIABILITY:

To the maximum extent permitted by law, GS1 excludes all liability (whether arising in negligence, breach of agreement or breach of any other law) that it may have for any loss or damage arising from:

1. the use of or reliance of DATAnet.za by DP;
2. any support services, documentation or other products or services provided to DP by GS1 in respect of DP’s use of DATAnet.za, or the GDSN; and
3. arising from any delay, error or failure in the determination, verification or notification to DP of any data quality errors or omissions,
   whether that loss or damage is direct, indirect or consequential (including loss or corruption of data, loss of any agreement, loss of any business revenue, loss of profits, failure to release expected profits or savings or any other commercial loss or economic loss of any kind).

   (i) infringes upon GS1’s or a third party’s intellectual property rights;
   (ii) is defamatory, harassing or obscene;
   (iii) is illegal, fraudulent, misleading or deceptive; or
   (iv) is classified by the GS1, in its sole discretion, as inappropriate for inclusion on the DATAnet.za System;

   (g) to not breach or attempt to breach the security of DATAnet.za;
   (h) to not interfere with the normal operations of DATAnet.za;
   (i) that DP is duly authorised to enter into this SLA and to perform its obligations hereunder; and
   (j) that DP has the necessary skill and expertise to render the services contemplated in this SLA to End Users.

2. GS1 agrees to:

   INTELLECTUAL PROPERTY:

1. Unless otherwise expressly provided in this SLA, DP agrees that all intellectual property rights in and to DATAnet.za are owned by GS1 or its licensors, and DP shall not behave in any manner which may likely result in a breach and/or infringement of such rights.

2. DP warrants to GS1 that they own, or are entitled to use the intellectual property rights in the content, and that they have the right to grant GS1 the license referred to in clause 3 below.

3. DP grants GS1 non-exclusive, perpetual, irrevocable and a royalty free license to use, reproduce and/or adapt the content for the purposes of providing DATAnet.za.

4. It is agreed that all data synchronised through DATAnet.za shall be treated as strictly private and confidential. In the event that GS1 requires to make any of the data available to a third party GS1 will obtain written permission from the legal entity registered with GS1 as the legal owner of the GS1 Company Prefix.

NO AGENCY:

The Parties record and agree that DP, in performing its obligations in terms of this SLA, shall not be acting or purport to act as an agent for GS1. The Parties record and agree that all relationships established between them in terms of this SLA are those of independent contractors.
TERM AND TERMINATION:

1. This SLA commences on the date of signature of this SLA and continues until terminated in accordance with this SLA.

2. In the event of DP’s failure to pay the Fees or the DATAnet.za annual license fee, or any other fees related to this SLA, GS1 shall provide written notice to such effect and specify a period of at least seven (7) calendar days in which DP must remedy all such failure to pay. If such fees remain unpaid after said period, GS1 may (reserving cumulatively all other remedies and rights under SLA and law) terminate this SLA without further notice to DP. If either Party has a bona fide dispute with any fees, costs, expenses or charges related to this SLA, DP represents and warrants it will make timely payment of all other charges not in dispute pending resolution of the disputed charge which the Parties agree to undertake promptly.

3. Where it is found that DP conducted its business in such a way that it was or could have been harmful to GS1 or the DATAnet.za System, GS1 will have the right to terminate the agreement without further notice.

the remedies in the event of a breach thereof and fails to remedy such breach within 7 (seven) days of receipt of written notice requiring it to do so (or if it is not reasonably possible to remedy the breach within 7 (seven) days, within such further period as may be reasonable in the circumstances (the orus of demonstrating such reasonableness being on the Party in breach) provided that the Party in breach also furnishes evidence within the period of 7 (seven) days, reasonably satisfactory to the other Party, that it has taken whatever steps are available to it, to commence remediying the breach) then the aggrieved Party shall be entitled without notice, in addition to any other remedy available to it in law or under this SLA, including obtaining an interdict to cancel this SLA or claim specific performance of any obligation whether or not the due date for performance has arrived in either event or

4. Where it is found that DP has not obtained the proper authorisation for data support for End Users outside of the Geographic Territory, GS1 will have the right to terminate this SLA without further notice.

5. GS1 reserves the right to conduct SLA evaluations on End Users being serviced by DP.

6. Either Party may terminate this SLA by written notice to the other Party if the other Party becomes insolvent, enters into liquidation, provisional liquidation or administration, is subject to an arrangement for protection from its creditors, fails to comply with a statutory demand, it is otherwise unable to pay its debts when they fall due or something having a similar effect to the foregoing happens in connection with the Party.

7. Either Party may terminate this SLA at any time by giving 30 days notice in writing to the other Party.

BREACH:

If any Party breaches any provision or term of this SLA (other than those which contain their own remedies or limit without prejudice to the aggrieved Party’s right to claim damages.

GOVERNING LAW AND JURISDICTION:

This SLA shall be governed by the laws of the Republic of South Africa ("RSA") and the Parties hereby submit to the exclusive jurisdiction of the courts of the RSA.

WHOLE AGREEMENT:

This SLA constitutes the whole agreement between the Parties relating to the subject matter hereof and no amendment of this SLA shall be effective unless reduced to writing and signed by or on behalf of the Parties.

Signed by the Parties as follows:

Name:

Signature ___________________________ Date ________________

For GS1

Name: ________________________________

Signature ___________________________ Date ________________

For Data Publisher

The abovementioned individual(s) declare that they are duly authorized to represent their organizations and they further declare that they have read and understood the objective, terms and conditions of this entire agreement.
Annexure 1 – FEES

A. Data Publisher Service Level Agreement Fees Including Digital Asset Management on 1WS prior to migration to new Trusted Source Platform and include Brand Owner Certification Training and Certificate

2020 – 2021 FEES

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<tr>
<th>Description of license category</th>
<th>License Fee per annum</th>
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<th>Total Annual license fee</th>
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<td>R80.00</td>
<td>R12.00</td>
<td>R92.00</td>
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<tr>
<td>&gt; 1 - 10 Products Published</td>
<td>R1 200.00</td>
<td>R180.00</td>
<td>R1 380.00</td>
</tr>
<tr>
<td>&gt; 10 - 100 Products Published</td>
<td>R7 500.00</td>
<td>R1 125.00</td>
<td>R8 625.00</td>
</tr>
<tr>
<td>&gt; 1 000 - 10 000 Products Published</td>
<td>R25 000.00</td>
<td>R3 750.00</td>
<td>R28 750.00</td>
</tr>
<tr>
<td>&gt; 10 000 Products Published</td>
<td>R75 000.00</td>
<td>R11 250.00</td>
<td>R86 250.00</td>
</tr>
</tbody>
</table>

IMPORTANT NOTES:
1. These fees are over and above the normal GS1 annual license fees for Company Prefixes
2. The fees are PER Company Prefix registered with GS1 South Africa.

REGISTRATION INFORMATION:

1. To register for DATAnet.za in Southern Africa the Trade Partner Service Level Agreement (TPSLA) and DATAnet.za Application Form (Annexure 2) must be signed and submitted with proof of payment to services@gs1za.org.
2. The ‘Subject Title’ of the e-mail must be ‘DATA SUPPORT REGISTRATION’.
## Business Classification:

<table>
<thead>
<tr>
<th>Retailer</th>
<th>Manufacturer</th>
<th>Supplier</th>
<th>Agent</th>
<th>Distributor</th>
<th>Other: please specify</th>
</tr>
</thead>
</table>

## Section 1 - COMPANY DETAILS

**Registered Company Name**

**Physical address**

**Postal code**

**Postal address**

**Postal code**

**Telephone**

**Fax**

**Website**

**VAT number**

**Primary GLN licensed with GS1**

**GLN used for EDI to be registered on DATAnet.za**

**Total number of GS1 Company Prefixes. Please list them**

| 600 | 600 | 600 | 600 | 600 |

| 600 | 600 | 600 | 600 | 600 |

**GTIN-12 (UPC)**

**GTIN-8**

*For multiple lists of the above GS1 prefixes/GTINs, please attach an annexure to this form of ALL the prefixes/GTINs*

## Section 2 - PRIMARY CONTACT

**Contact name**

**Title**

**Position in company**

**Telephone**

**Cell**

**E-mail address**

*If these details change GS1 South Africa is to be advised within three (3) days of change becoming effective*

## Section 3 - SECONDARY CONTACT

**Contact name**

**Title**

**Position in company**
If these details change GS1 South Africa is to be advised within three (3) days of change becoming effective.

### Section 4 - TRADE INFORMATION

<table>
<thead>
<tr>
<th>Name of Retailer/s you will be synchronising data with?</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
<tr>
<td>5.</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Method of capturing data on the 1WorldSync system for DATAnet.za</th>
<th>GUI (manual capture)</th>
<th>Import Spreadsheet</th>
<th>XML</th>
</tr>
</thead>
</table>

Do you have an AS2 Connection?  Yes  No

If no, in order to synchronise data using XML you require this functionality. Please complete the AS2 Connection Application form, pay the required fee and submit all this information to services@cgcsa.co.za.

### Section 5 – BILLING CONTACT

<table>
<thead>
<tr>
<th>Contact name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position in company</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>Fax</td>
</tr>
<tr>
<td>E-mail address</td>
<td></td>
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</tbody>
</table>

### Section 6 – DATA CONTROLLER DETAILS

If you are contracting an external Data Controller (DC) to capture data please complete this section

<table>
<thead>
<tr>
<th>DC Company name</th>
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<tbody>
<tr>
<td>Primary contact at DC company</td>
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</table>

<table>
<thead>
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<th>DC Company GLN with GS1</th>
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<table>
<thead>
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<th>Postal address</th>
<th>Postal code</th>
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<tr>
<td>E-mail address</td>
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</tbody>
</table>

### Section 7 – BANKING DETAILS

PLEASE USE THE ONLINE PAYMENT FACILITIES ON [www.cgcsa.co.za](http://www.cgcsa.co.za). Quick, Easy and Safe!!

Payment may also be made by cheque, electronic funds transfer directly into bank account below, or cash payment at our offices. To streamline the processes we only recommend the online payment facilities.

Go to [www.cgcsa.co.za](http://www.cgcsa.co.za)
Click on “Register”
Complete your profile information
Select “Online Payments” at the top of the screen
Click on “Add new order”
Please insert your Pro-forma/Invoice Number; company details and service you’re paying for

**Banking Details**
Bank: Standard Bank
Branch: Hyde Park
Account no: 02294457
Account name: Consumer Goods Council of SA

**GS1’s Physical Address:**
Block D, Pinmill Farm, 164 Katherine Street
The abovementioned individual/s declare that they are duly authorised to represent their organisations and they further declare that they have read and understood the objective, terms and conditions of the entire Trade Partner Service Level Agreement.
DATAnet.za Technical Call Centre Service Policy

GS1 AGREES TO OFFER THE FOLLOWING SERVICES:

TECHNICAL CALL CENTRE SERVICES

A. System Availability: GS1 does not warrant that DATAnet.za will be available at or for any particular time or that it will be free from error or interruption. GS1 will endeavour where possible to make DATAnet.za System available for use on a 7-day per week, 24 hour per day basis. GS1 reserves the right to both a maintenance window (for which reasonable advance notice shall be communicated to DP where such notification shall be made on the website) and exceptions for emergency maintenance (for which notice shall be communicated to DP on the website). GS1 endeavours to conduct maintenance at times that are intended to minimize the impact to DP’s use of the DATAnet.za System.

B. Support Contact: GS1 South Africa will use commercially reasonable efforts to provide the Technical Call Centre Services described in this Policy. DP shall provide GS1 with the names of at least two (2) designated Master Data technical support contacts who are permanent employees within their company (each, a “Support Contact”) and one (1) designated billing contact shall be entitled to change such designated contacts upon written notice to GS1. DP Partner’s Support Contacts shall serve as the primary individuals to whom GS1 will respond and report in connection with reported Technical Issues (as defined below).

C. Technical Call Centre: GS1 shall maintain a support centre the “DATAnet.za Technical Call Centre”, which will receive and log Issues (defined below) reported by DP. GS1 will provide DP (and 1WorldSync, when escalation is necessary) with an Issue tracking number to refer to when making follow-up inquiries (example Service Request#).

D. Technical Support Request process: All Technical issues are to be sent through via the “DATAnet.za Technical Call Centre” on services@cgcsa.co.za. Once the issue is logged, a Service Request # will be issued and the call will be assigned to a Technical Call Centre Consultant, the DP is required to use the Service Request# in the Subject line when querying progress/requiring a status update.

   The initial Subject line for the e-mail is: DATAnet.za Technical Issue

E. Single Point of Technical contact: Any logged issues that are directed to services@cgcsa.co.za and copied to multiple staff members within GS1 will result in delays.

F. Performance Levels: The “DATAnet.za Technical Call Centre’s” target performance level objective with respect to answering Hotline Calls (defined below) is to answer eighty percent (80%) of all calls within ten (10) minutes. In the event that the entire “DATAnet.za Technical Call Centre” is busy, the “DATAnet.za Technical Call Centre” commits to responding to any calls/communications within four (4) hours.

G. Levels of Support: GS1 will provide a telephone number for “DP” to call for all purposes regarding Support Services for second and third levels of support only. Support for 1WorldSync will be handled through a logged call on services@cgcsa.co.za and escalated to the 1WorldSync “Technical Service Centre” immediately.

H. Hotline Contact numbers: The hotline telephone numbers for the “DATAnet.za Technical Call Centre” are 0861 242 000 or 011 777-3300.

I. Lengthy Technical Assistance: All Hotline calls that require extensive technical assistance MUST be handled through a logged Service call to services@cgcsa.co.za and not through the Hotline. This includes but is not
limited to the changing of GTINs or other product information where DP is attempting to retain an existing GTIN that contradicts the GS1 GTIN Allocation Rules or the GDSN Package Measurement Rules.

J. **Unavailability of Hotline Contact:** Should the person being contacted via the Hotline not be available, then a call must be logged with services@cgcsa.co.za and another contact will be assigned the call.

The preferred method of communication remains logging a Service Request call with services@cgcsa.co.za.

K. **Hours of Business:** The “DATAnet.za Technical Call Centre” will operate between 08h00 to 16h30 Monday to Friday with the exception of weekends and public holidays when the call Centre will be closed. During the Christmas Period the “DATAnet.za Technical Call Centre” will have a skeleton staff available to take technical service requests or hotline calls.

L. **Data capturing of Product Data Forms on behalf of DP:** GS1 will offer a service to capture product data on 1WorldSync on behalf of members for a fee. Fee structure can be obtained through a request to services@cgcsa.co.za or downloaded from www.datanetza.org.

M. **Product Data Form capturing by “DATAnet.za Technical Call Centre:** The maximum number of PDFs that the “DATAnet.za Technical Call Centre” will load for DP is 5 (five), after which DP is to register for, pay and attend training and proceed with capturing data directly onto 1WorldSync, or appoint an Accredited Data Controller in good standing with GS1.

This service is only available to companies who have an 11 digit Company Prefix (number bank of ten (10) Global Trade Item Numbers (GTINs)) registered with GS1.

N. **Technical Assistance for Non-GS1/DATAnet.za Subscribers:** “DATAnet.za Technical Call Centre” will under no circumstances provide technical assistance for non-members. This includes assistance for external listing processes that are not the IP of GS1, assisting individuals or companies purporting to be Data Controllers who are offering data controlling services to GS1 members.

O. **DATAnet.za Manual Quality Control Process:** GS1 endeavors, where possible to give a turnaround time of 48 hours for data that has been published to DATAnet.za and resides in the “Manual QC” work list. The 48 hour relates specifically to the initial publication of the GTIN that is on the work list. If this GTIN is rejected for whatever reason, the turnaround time is deemed to be voided. Each time a GTIN is republished the 48 hour turnaround time is restarted.

a. **Queuing on the Back office work list:** The Manual Quality work list is handled systematically and based on a first come first serve basis. DP is reminded that contacting the “DATAnet.za Technical Call Centre” to publish their data as a priority is an unfair practice and impacts on the companies who have data published before them.

**RESOLUTION OF ISSUES**

A. **Issues Defined as:** Any problems or difficulties in DP’s use of the 1WorldSync or DATAnet.za Site or Services ("Issues") that are encountered by DP shall be reported to “DATAnet.za Technical Call Centre” services@cgcsa.co.za or hotline provided by GS1;

- Any issue that DP believes might constitute a 2nd or 3rd level support call (as defined below) must be reported by telephone.
- DP will provide “DATAnet.za Technical Call Centre” with as much information and access to the appropriate equipment and software as possible to enable “DATAnet.za Technical Call Centre” to investigate and attempt to identify and verify the reported issue. DP Support Contact will work with “DATAnet.za Technical Call Centre” support personnel during the problem isolation process, as reasonably necessary. DP Support Contact will notify “DATAnet.za Technical Call Centre” in
advance of any configuration changes, such as network installation/expansion, upgrades, relocations, etc., that may materially impact the provision of the services.

B. Issue Levels and appropriate contact process:

1st Level Support – ONLY through services@cgcsa.co.za if any of the below are required:
1. New or resetting passwords
2. New membership application assistance
3. Membership update requests
4. Account queries
5. GTIN Allocation Rules queries
6. GDSN Package Measurement Rules questions
7. GTIN Management Programme assistance

2nd Level Support – available through services@cgcsa.co.za OR Hotline telephone number for the following:
1. Data synchronisation issues
2. PDF publishing problems with retailer specific forms
3. Load tool queries
4. SPAR listing process
5. Urgent Product Launches

3rd Level Support – available through Hotline telephone number. These issues will relate specifically to IT Development on DATAnet.za and/or 1WorldSync
1. Change Request processes for new features/functionalities
2. Data not synchronising from 1WorldSync to DATAnet.za or vice versa
3. Hierarchy levels missing
4. Data inconsistencies
5. Work List issues

C. GS1 SYSTEM ISSUES: If GS1 believes that an Issue reported by DP and escalated to “DATAnet.za Technical Support Centre” where support may not be related to the identified services offered by GS1, GS1 will so notify DP.

At that time, DP may:
1. Instruct “DATAnet.za Technical Support Centre” in writing to proceed with its analysis of the Issue at DP’s possible expense as set forth below, or
2. Instruct “DATAnet.za Technical Support Centre” in writing that DP does not wish the Issue pursued at DP’s possible expense. (An example is the load tool process and issues)

If DP requests in writing that “DATAnet.za Technical Support Centre” proceed with its analysis of the Issue at DP’s possible expense and GS1 determines in its reasonable judgment that the Issue was not due to a failure in the 1WorldSync/DATAnet.za Site or System, but resulted from a lack of knowledge/training on DP’s part, DP shall pay GS1, at “GS1’s” then-current and standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith.

DP shall not be liable for (a) Issue determination or repair to the extent problems are due to a failure in the 1WorldSync/DATAnet.za Site or System, or (b) work performed under this paragraph in excess of DP’s instructions, or (c) work performed after DP has notified GS1 that it no longer wishes work on the Issue analysis to be continued at DP’s possible expense (such notice shall be deemed given when actually received by GS1 in writing). If DP instructs GS1 that it does not wish the Issue pursued at DP’s possible expense or if such determination requires effort in excess of DP’s instructions, GS1 may, at its sole discretion, elect not to investigate the Issue with no liability therefore.
Annexure 3 – GDSN, Inc TERMS

GS1 GDSN, Inc. TERMS OF PARTICIPATION AGREEMENT FOR NON U.S. TRADING PARTNERS

This GS1 GDSN, Inc. Terms of Participation Agreement ("Participation Agreement") is made and entered into between GS1 GDSN, Inc., a Delaware not-for-profit corporation ("GS1 GDSN"), and the person(s) or entity(ies) which are identified as a Trading Partner hereunder.

1. Definitions. The parties have agreed on the following definitions to apply to this Participation Agreement.

"Data Pool(s)" means those persons or entities that have executed a Global Registry Access and License Agreement with the GS1 GDSN, by which they have access to use the GDSN and the GS1 Global Registry on behalf of subscribing customers. A list of certified data pools can be found on the GDSN website at www.gs1.org.

"Global Data Synchronization Network" or "GDSN" means a network of interoperable Data Pools and the GS1 Global Registry that enables data synchronization per the GS1 System standards.

"GS1 Global Registry" means a global registry for item and party master data which is accessible to Data Pools certified as being compliant within the GS1 System standards.

"GS1 System standards" means an integrated global standards system that provides for accurate identification and communication of information regarding products, assets, services and locations.

"Trading Partner(s)" shall mean the manufacturer, supplier, wholesaler, distributor, retailer or other member of global supply and demand chain which has agreed to and indicated its written acceptance to the Participation Agreement, pursuant to which Trading Partner is entitled to participate in the GDSN, subject to Trading Partner’s selected Data Pool’s compliance with its obligations to GS1 GDSN.

"Trading Partner Proprietary Information" means any and all information relating to Trading Partner’s products, product formulations, pricing, cost data, methods, processes, designs, secrets, techniques, capabilities, permissions, instructions, specifications, requirements, orders, shipments, business or project descriptive materials, marketing information, customer information and any other information owned by, or to which Trading Partner has the lawful right to use, and employed by Trading Partner for the purpose of facilitating Trading Partner’s participation in the GDSN, which is not otherwise in the public domain and which is treated as confidential by Trading Partner.

2. Subscription to GDSN. Upon written acceptance of the terms and conditions of the Participation Agreement and upon Company’s selected Data Pool’s payment of the applicable Data Pool fee to GS1 GDSN, Trading Partner shall be deemed to have been granted by GS1 GDSN a subscription for the right to participate in the GDSN and, in furtherance thereof, to utilize the GS1 Global Registry. GS1 GDSN and Trading Partner agree that upon Trading Partner’s written acceptance of the terms and conditions of the Participation Agreement, any existing Global Registry Subscription Agreement between the parties shall automatically terminate and the terms of the Participation Agreement shall govern. Trading Partner acknowledges that Trading Partner is not obtaining any license or ownership to the GS1 Global Registry or to any proprietary technology, processes, concepts or other proprietary intellectual property or confidential information of GS1 GDSN pertaining to the GDSN or to the GS1 Global Registry. Trading Partner’s rights are limited to participation in the GDSN in accordance with the terms and conditions stated herein. Trading Partner may register certain attributes in the GS1 Global Registry, including, without limitation, (i) the Global Trade Item Number ("GTIN"), (ii) the Global Location Number (GLN) of the data source, (iii) the target market country code, (iv) the target market subdivision code, (v) the catalogue item classification, (vi) the GLN of the source Data Pool, (vii) the registry catalogue item state and (viii) the item status; however, Trading Partner acknowledges and understands that the registration, publication, subscription and synchronization functions of the GS1 Global Registry are to be performed by Trading Partner’s selected
Data Pool(s).

3. Conditions to Subscription. Trading Partner acknowledges and agrees that its failure to comply with any of the following material covenants, conditions and obligations, or any of the other terms and conditions contained in the Participation Agreement, shall constitute a breach hereof and shall be grounds for the immediate termination by GS1 GDSN of Trading Partner’s participation in the GDSN.

A. Trading Partner shall participate in the GDSN and obtain access to the GS1 Global Registry™ through a Data Pool which has complied with all applicable GS1 GDSN certification requirements. Trading Partner may join more then one Data Pool to obtain access to the GS1 Global Registry™ based on Trading Partner’s business needs and requirements. If Trading Partner undertakes to become a Data Pool, it must separately execute a Global Registry Access and License Agreement with GS1 GDSN.

B. All Trading Partner data must comply with GS1 System standards, either directly or through third party data alignment via a GDSN Data Pool.

C. Trading Partner shall comply with all standards and policies adopted and/or implemented by GS1 GDSN from time to time governing the GDSN and the GS1 Global Registry™, including, but not limited to, access and service level standards, acceptable use policies, developmental and technical functionality, certification and marketing, educational and training policies and standards. Trading Partner acknowledges that GS1 GDSN reserves the right to amend and modify such standards and policies and may introduce modifications, changes, enhancements, new versions and new releases to all or part of the GDSN from time to time. GS1 GDSN agrees that each policy and standard will be published and will be made available to Trading Partner’s Data Pool at least 120 days prior to the effective date, and further acknowledges that such amendment, modification, changes, etc. shall become effective as against such Trading Partner on the effective date thereof. Trading Partner agrees that in the event of any ambiguity, inconsistency or other question of interpretation concerning any standards or policies adopted by GS1 GDSN, the determination of the GS1 GDSN Board of Directors shall be conclusive and binding.

D. Fees. GS1 GDSN does not charge the Trading Partner a separate subscription fee to participate in the GDSN. GS1 GDSN collects its annual fees from the Data Pool directly, which annual payment allows the Data Pool to provide coverage to all of its Trading Partners to participate in the GDSN. The Trading Partner’s selected Data Pool retains the discretion to charge its Trading Partners and allocate its costs across its Trading Partners as it deems necessary.

E. Help Desk. Trading Partner acknowledges and agrees that GS1 GDSN shall not be responsible for providing help desk support or any other support or resource services to Trading Partner and that help desk support resources and services shall be provided exclusively by or on behalf of Trading Partner’s Data Pool.

F. Trading Partner Information Security.

(a) GS1 GDSN, shall during the term of this Agreement, provide security for Trading Partner’s Proprietary Information at least at levels and in the manner in which GS1 GDSN secures its own proprietary information, but in no event less than a reasonable degree of care.

(b) GS1 GDSN hereby acknowledges that the Trading Partner Proprietary Information shall at all times remain the sole property of Trading Partner. GS1 GDSN agrees that it will not disclose, provide, or make available any Trading Partner Proprietary Information in any form to any person without Trading Partner’s prior written consent, except to those persons whose access is necessary to facilitate Trading Partner’s participation in the GDSN.

(c) Notwithstanding the foregoing, nothing herein shall prevent GS1 GDSN from disclosing Trading Partner’s Proprietary Information upon GS1 GDSN establishing that the Trading Partner Proprietary Information: (i) has been published or has become part of the public domain other than by acts or omissions of GS1 GDSN, its employees, agents or contractors; (ii) was lawfully in the possession of GS1 GDSN at the time of disclosure to it and was not acquired by GS1 GDSN directly or indirectly from Trading Partner; (iii) was received after disclosure to GS1 GDSN by a third party who had a lawful right to disclose such information to GS1 GDSN; or (iv) was independently developed by GS1 GDSN without
knowledge or use of the Trading Partner Proprietary Information.

(d) GS1 GDSN hereby agrees to indemnify and hold Trading Partner harmless from and against any claims made against Trading Partner which arise as a result of a breach by GS1 GDSN of the terms of this Paragraph 3F.

G. Warranty Disclaimer. TRADING PARTNER ACKNOWLEDGES AND AGREES THAT GS1 GDSN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND ANY SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE GDSN OR THE GS1 GLOBAL REGISTRY™ EXCEPT AS SET FORTH IN PARAGRAPH 3F ABOVE, GS1 GDSN SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, CONSEQUENTIAL OR OTHERWISE, THAT MAY ARISE FROM THE TRADING PARTNER’S PARTICIPATION IN THE GDSN OR THE USE OF THE GS1 GLOBAL REGISTRY™ BY TRADING PARTNER OR FOR ANY FAILURE OR REFUSAL BY GS1 GDSN TO GRANT TRADING PARTNER ACCESS TO THE GDSN OR GS1 GLOBAL REGISTRY™ BASED ON A BREACH BY THE TRADING PARTNER’S SELECTED DATA POOL OF ITS OBLIGATIONS TO GS1 GDSN.

H. Term; Termination. The term of this Participation Agreement shall commence on the first day following Trading Partner’s written acceptance of the terms and conditions herein, and unless sooner terminated in accordance with the terms hereunder, shall continue in effect for a period of one year therefrom (the “Initial Term.”) This Participation Agreement shall renew automatically at the end of the Initial Term (each being a “Renewal Term”) subject to Trading Partner’s selected Data Pool being in good standing with regard to GS1 GDSN and continued compliance by the Trading Partner of all the terms and conditions herein. Notwithstanding the above, either party may terminate this Participation Agreement (i) immediately, if the other party breaches any material provision of this Participation Agreement and fails to cure such breach within 30 days of receipt of written notice of such breach from the non-breaching party or (ii) at the end of the Initial Term or at the end of the Renewal Term by providing 60 days prior written notice to the other party.

I. Law. The terms in this Participation Agreement shall be governed by and construed in accordance with the laws of the Country, Nation, Republic or Union agreed upon between Trading Partner and the Data Pool which is applicable to claims or disputes arising under the agreement between the Data Pool and its Trading Partner for data pool services or data synchronization services. If Trading Partner has a registered business office in the United States, then the terms in this Participation Agreement shall be governed by and construed by the laws of State of Delaware without regard to the principles of conflict of laws.

J. Notices. All notices required to be given hereunder shall be in writing and shall be deemed delivered (i) when delivered by hand, (ii) one business day after being given to a nationally or internationally recognized overnight carrier, (iii) when sent by confirmed facsimile with a copy sent by other means as permitted in this section, or (iv) six days after deposit in the United States mail by registered or certified mail, return receipt requested, and fourteen days after deposit in international mail.

Notice to GS1 GDSN shall be given to:

GS1 GDSN, Inc.
GS1 AISBL (EAN International)
Attention: Sally Herbert, President
Blue Tower
326 Avenue Louise, Bte 10
1050 Brussels
Belgium

K. Survival of Clauses. GS1 GDSN and Trading Partner acknowledge and agree that those Paragraphs of this Participation Agreement which by their terms must survive the expiration or termination of this Participation Agreement shall survive the expiration or termination of this Participation Agreement.

L. Entire Agreement. This Participation Agreement sets forth the entire understanding among the
parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

M. Publicity. Neither party will use the other party’s name or trademarks in any advertising, sales promotion or publicity matters without the other party’s written consent.

N. Assignment. This Participation Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Trading Partner shall not assign its rights or obligations under this Participation Agreement in whole or in part without the prior written consent of GS1 GDSN, which consent shall be in GS1 GDSN’s reasonable discretion; provided, however, that Trading Partner may assign any of its rights and obligations hereunder without the consent of GS1 GDSN (but with prior notice) (i) to any existing or newly formed wholly-owned subsidiary of Trading Partner or (ii) to any entity that acquires all or substantially all of the stock or assets of Trading Partner. GS1 GDSN may assign its rights or obligations under this Participation Agreement without the consent of Trading Partner. GS1 GDSN shall provide written notice to Trading Partner of any such assignment.

4. Terms of GDSN Subscription. Trading Partner acknowledges and agrees that, as a condition to its participation in the GDSN and utilization of the GS1 Global Registry, it shall be obligated to comply with the terms and conditions as set forth in this Participation Agreement, as such terms may be amended from time to time as more fully set forth therein. Furthermore, Trading Partner acknowledges and agrees that GS1 GDSN is, and is intended to be, a third party beneficiary to this Participation Agreement, and shall be entitled to (i) enforce any rights granted to GS1 GDSN by the Participation Agreement directly against Trading Partner, (ii) seek damages directly against Trading Partner for any breaches by Trading Partner of the obligations set forth in the Participation Agreement or (iii) terminate Trading Partner’s participation in the GDSN and utilization of the GS1 Global Registry to the extent Trading Partner breaches any of the terms and conditions herein.

Name: Sally A. Herbert Title: President

[Signature]