

## TENDERSURE TERMS AND CONDITIONS

---

Tendersure is a cloud-based supplier sourcing solution. Tendersure is used by buyers to conduct sourcing activities, such as prequalification, tenders, eAuctions, RFX solicitations (e.g., request for proposals, request for information, or other types of requests). These terms do not apply to any buyer; the terms applicable to a buyer are contained in the contract negotiated and signed by the buyer for usage of Tendersure solutions.

Use of the Tendersure platform as a supplier occurs when the supplier has responded to a relationship request from a buyer conducting sourcing activities or have responded to a sourcing event invitation from a buyer using the Tendersure platform.

The following describes the terms and conditions applicable to such use.

1. For each sourcing event, the supplier is presented with the terms and conditions imposed by the buyer relating to participation in that specific event.
2. Participation in an event. The buyer has the final responsibility for all decisions regarding the operation of the sourcing events. The buyer and/or Tendersure may suspend or cancel the event at any time and without prior notification.
3. Ethics. Event participants may not engage in unethical behavior during a sourcing event, and the supplier is expected to notify Tendersure and the buyer if the supplier witness's practices that are inconsistent with the fair operation of the sourcing event.
4. The buyer requests information from the supplier in the form of questionnaires/evaluation criteria. For each questionnaire response request, the supplier may be presented with information needs related to the code of conduct, registration, qualification, capability, capacity, performance, or other information need defined by the buyer.
5. The supplier acknowledges that in connection with the sourcing events, Tendersure provides certain administrative services on behalf of the buyer. Tendersure is an independent contractor for the buyer/client. As part of Tendersure performing services to its client, the buyer, the supplier consents to Tendersure providing to the buyer all communications by the supplier during the sourcing event.
6. Tendersure cannot control whether or not buyers will complete the transactions they request in the sourcing events. The supplier agrees and acknowledges that Tendersure has no control over its client's decision to conduct a transaction with the supplier after the sourcing event.
7. By agreeing to use Tendersure, the supplier agrees that Tendersure may (i) contact them for the purpose of promoting, marketing and/or executing the sourcing events; (ii) identify them to buyers as a potential participant in the sourcing event, (iii) store their information to facilitate the sourcing event.
8. Bidder fee. The bidder fee paid to participate in sourcing events is nonrefundable except where the payment is an overpayment in error. Specific evidence must be provided to demonstrate this.
9. Tendersure, in consultation with the buyer, reserves the right to change these Terms at any time. The revised Terms will be effective immediately upon Tendersure posting them. It is the supplier's responsibility to check these Terms periodically for changes. The supplier's continued participation and use of Tendersure following the posting of changes will mean that they accept and agree to the changes.
10. The supplier represents and warrants the following: (i) They will comply with all laws and regulations that apply to their participation; (ii) They possess all right, power, and authority to enter into these Terms; and (iii) information that they provide or upload to Tendersure will be accurate and that they are responsible for the accuracy of their Information. The supplier acknowledges that Tendersure and the buyer are entitled to rely on the accuracy of their

information that they provide. Neither Tendersure nor the buyer are responsible for any erroneous, misapplied, or misrouted payments resulting from errors.