

VendorPanel NA Supplier Agreement

1. Supplier Agreement

- 1.1. This supplier agreement (Supplier Agreement) is a legal agreement between you and the supplier you represent (you or your) and VendorPanel Inc. (**we, us or our**).
 - 1.2. By clicking “Accept” or by accessing or using VendorPanel® you confirm having read, understood and agreed to these conditions.
2. You represent and warrant that: (i) you are 18 years of age or older/of legal age to enter into a binding agreement; and (ii) if you are a corporation, governmental organization, or other legal entity, you have the right, power, and authority to enter into this agreement and be bound by its terms.

3. Background

- 3.1. We are the developer, owner and licensor of a collaborative procurement and supplier management application known as VendorPanel®.
- 3.2. VendorPanel® enables suppliers of goods and services and their representatives to interact and communicate with customers and potential customers (who act as system administrators) and to receive and respond to requests for quotes and proposals from customers.
- 3.3. This Supplier Agreement sets out the terms and conditions upon which we license VendorPanel® and provide associated services to you.

4. Application of Supplier Agreement

- 4.1. This Supplier Agreement is deemed to include all rights and obligations contained in any Service Order or Digital Forms and will govern your and your employees, officers and consultants’ use of VendorPanel®.
- 4.2. If there is any inconsistency between clauses 1 to 25 of this Supplier Agreement and any terms contained in any Service Order or Digital Form, the order of priority as to which terms apply to the extent of any inconsistency is, from highest to lowest: (a) any Service Order; (b) any Digital Form; (c) this Supplier Agreement.
- 4.3. If a standalone written agreement has been entered into between us regarding the provision of Services, the terms of that agreement will take precedence over the terms of this Supplier Agreement to the extent of any inconsistencies.
- 4.4. This Supplier Agreement commences on the date accepted by you and continues, unless terminated earlier in accordance with clause 15, until we cease to provide any Services to you (**Service Term**).

5. Services

- 5.1. We license use of VendorPanel® to you and will provide you with the Services on the basis of this Supplier Agreement during the Service Term.

6. Employees, Officers and Consultants

- 6.1. As part of the Services, we may allow your employees, officers and consultants to access and use VendorPanel® and the Services.
- 6.2. You must ensure that each of your employees, officers and consultants strictly complies with the terms of this Supplier Agreement as if it were a party to it.

- 6.3. Your employees, officers and consultants’ acts and omissions are taken to be your acts and omissions and you agree to indemnify us for any loss that we may suffer as a result of you or your employees, officers or consultants failing to comply with the terms of this Supplier Agreement.

7. Application of AUP

- 7.1. You agree to, and will ensure that each of your employees, officers and consultants, comply with our AUP as amended and updated from time to time.

8. Customers

- 8.1. You may manage, interact and communicate with customers (which includes prospective customers) who use VendorPanel®.
- 8.2. All dealings between you and customers are solely between you and the relevant customer, to our exclusion.
- 8.3. We do not verify, endorse, recommend, approve or guarantee any customer, their bona fides, competence, capabilities, financial standing, credit worthiness or any information they provide.
- 8.4. You agree and warrant that in dealing with any customer: (a) you do not rely on any information provided by us (including via VendorPanel®); (b) you have made your own independent enquiries and used your own skill and judgment; and (c) you will comply with all applicable laws, regulations and codes.

9. Supplier Information

- 9.1. You are responsible for the accuracy, integrity and completeness of all information, data and records (**Supplier Information**) you enter into VendorPanel®.
- 9.2. You promise that all Supplier Information that you enter into VendorPanel® is accurate, up to date, not misleading or deceptive in any way, and does not contravene any applicable laws or infringe the rights of any person.
- 9.3. We may copy, reproduce, use, store, communicate or adapt Supplier Information but only for the purposes of providing the VendorPanel® service (and any related or ancillary services).
- 9.4. We may, without liability, intercept, remove, alter or prevent access to any Supplier Information: (a) that we reasonably believe is offensive, defamatory, breaches the right of any person, or contravenes the AUP; (b) that we reasonably believe is inaccurate, out-of-date or is incomplete; or (c) if directed by a regulator, government agency, law enforcement agency or court.

10. Fees

- 10.1. We may charge a fee for access or use of all or part of the Services. If we do this, or subsequently change these fees once introduced, we will publish the fees on our website or will notify you in advance which may be in the form of an in system notification. The introduction of new fees or changes to fees will not apply retrospectively.
- 10.2. In the event we introduce or increase our fees other than as agreed with you, you may notify us within 15 Business Days of such increase that you no longer wish

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to receive the Services to which the fee increase relates in which case the relevant provisions of clause 15 shall apply. You will not be charged for any fees during this notice period.

- 10.3. Unless specified otherwise, all fees are exclusive of any applicable Sales Tax. You must pay all applicable Sales Tax at the same time as payment of the relevant consideration is made.

11. Invoicing and payment

- 11.1. We will invoice you: (a) at the times specified in any Digital Form or Service Order; or (b) for fixed price or recurring fees, in advance; or (c) for variable or non-recurring fees, in arrears; or (d) in any event, whenever fees have been accrued.
- 11.2. You must pay each invoice in full, without deduction or set off, within the timeframe specified by us, or where we have not so specified, within 30 days of the invoice date.
- 11.3. Recurring fees may be paid via a recurring credit card payment, direct debit facility or such other electronic payment facility or platform as agreed between the parties.

12. Disputed Invoices

- 12.1. If you in good faith dispute all or any part of an invoice: (a) the parties must negotiate in good faith to settle the dispute promptly; (b) you must pay the undisputed amount of any invoice issued by us; and you must pay any outstanding amount with 5 days of dispute being settled.
- 12.2. For so long as you comply with your obligations under clause 12.1, we agree not to suspend provision of the Services solely as a result of the dispute.

13. Confidentiality

- 13.1. Subject to clauses 13.2, 13.3 and information disclosed in clause 14, each party must not, and must ensure that its officers, employees and agents do not, without the prior written consent of the other party: (a) disclose any Confidential Information of the other party; or (b) retain, duplicate, memorize or use any Confidential Information of the other party other than for the purpose of performing its obligations under this Supplier Agreement.
- 13.2. A party may make disclosures: (a) to those of its employees, officers, professional or financial advisers and bankers as the party reasonably thinks necessary to give effect to this Supplier Agreement, but only on a strictly confidential basis; and (b) if required by law, after the form and terms of that disclosure have been notified to the other party and the other party has had a reasonable opportunity to comment on the form and terms.
- 13.3. The obligations in this clause do not apply to any information which the recipient can reasonably demonstrate: (a) is in the public domain through no fault of its own; (b) is already known to the recipient (as evidenced by its written records) at the date of disclosure and was not acquired directly or indirectly from the disclosing party; or (c) is required to be

disclosed by law under a court order, or by any authorized stock exchange or other regulatory body.

14. Compliance and Qualification

- 14.1. Where you supply or otherwise upload compliance and pre-qualification documentation to VendorPanel® you acknowledge that this information may be disclosed to other users who are granted access to that information by the manager of the supplier list to which that document relates.
- 14.2. You hereby agree that the information described in clause 14.1 may be disclosed in the manner described above.

15. Termination

- 15.1. We may cancel or suspend your account and access to VendorPanel® at any time at our absolute discretion: (a) if you breach any provision of this Supplier Agreement; (b) if you are the subject of a complaint that we deem serious; (c) if necessary to repair, maintain or protect the integrity of the VendorPanel® service; (d) you suffer an Insolvency Event; or (d) you or any of your employees, officers or contractors breach the AUP.
- 15.2. Either party may terminate this Supplier Agreement without cause by giving the other not less than 30 days' notice in writing.

16. Effect of Termination

Where this Supplier Agreement is terminated: (a) all legal rights of a party arising from a breach that preceded termination survive; and (b) this Supplier Agreement is otherwise at an end and all licenses granted in this Supplier Agreement are immediately terminated.

17. Liability

- 17.1. To the extent permitted by law, we exclude all implied conditions, warranties, guarantees and representations of any kind; (b) you acknowledge that you have made your own enquiries and have not relied on any representation or promise not expressly set out in this Supplier Agreement; (c) we are not liable for loss of profits, opportunities, goodwill, anticipated savings or any indirect, special, economic or consequential loss or damage however caused (including by negligence); (d) our maximum aggregate liability to you in respect of any other Loss is limited to the amount actually paid by you to us under this Supplier Agreement in the previous 12 months; and (e) our liability to you in connection with this Supplier Agreement is reduced to the extent that you, your employees, officers or consultants or your personnel caused or contributed to the Loss.
- 17.2. We will not be liable for any failure or delay to meet our obligations under this Supplier Agreement due to any cause beyond our reasonable control.
- 17.3. In using the Services and fulfilling any of its obligations under this Supplier Agreement, the parties must comply with all applicable laws, regulations and codes, including all Privacy Laws.
- 17.4. In providing the Services we will comply with Privacy Laws in relation to the Supplier Data and will not do anything with the Supplier Data that will cause us or you

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to breach our respective obligations under a Privacy law.

18. Indemnity

- 18.1. You indemnify us, our directors, employees and agents against all Loss suffered or incurred by any of us in connection with: (a) any claim that the Supplier Data, its use, storage, reproduction or communication, infringes another person's rights; or (b) any breach of your obligations under this Supplier Agreement, including under the AUP.
- 18.2. You (a) warrant that you own, or hold any necessary license of, all intellectual property rights in the Supplier Data and in receiving the Supplier Data we will not infringe, violate or otherwise conflict with any intellectual property rights owned by a third-party; and (b) indemnify us from and against any liability arising out of any claim by a third-party that the Supplier Data violates or infringes any intellectual property rights owned by a third-party.

19. Access, Technical Requirements and intellectual property

- 19.1. VendorPanel® is provided as a software-as-a-service and you access and use the software functionality via the internet, using a standard web browser.
- 19.2. You must: (a) access and use VendorPanel® only through a web browser and by no other means; (b) comply with this Supplier Agreement, the AUP and any technical and instructional documentation we provide from time to time; (c) comply with all applicable laws, regulations and codes; (d) comply with any reasonable directions issued by us from time to time; (e) promptly report any errors, defects or malfunctions to us; (f) not do anything which is intended or reasonably likely to damage, impair, interrupt or interfere with VendorPanel® or the computer equipment on which it is installed; (g) not attempt to access or control the computer equipment on which the VendorPanel® software is installed; (h) not alter, modify, decompile, disassemble, reverse engineer, sublicense or change the VendorPanel® software or integrate it with or into any other software or create a derivative work from the software by any means; and (i) not purport to grant to a third party any right to access or use VendorPanel® except as permitted by us.
- 19.3. You must: (a) only access VendorPanel® using account details supplied and approved by us; (b) keep account details and passwords secure and confidential; (c) regularly change passwords and keep records of all passwords used and disclosed in accordance with good computer security practices; (d) keep your computer systems, network and internet connectivity secure in accordance with good computer security practices; and (e) if you become aware that account details or passwords have been compromised, without delay, notify us, change passwords and take any other security action we direct.
- 19.4. We may publish minimum technical requirements (**Minimum Requirements**) for the access and use of VendorPanel® and may revise these from time to time. You must ensure that your computer system, network

and internet connectivity meet or exceed the Minimum Requirements.

- 19.5. You acknowledge that: (a) if the Minimum Requirements are not met, VendorPanel® may not operate to a satisfactory standard or at all; (b) the Minimum Requirements are designed to deliver only a basic level of system performance; and (c) access to, use of and performance of VendorPanel® may be impaired or prevented by a variety of factors beyond our control, including, for example, defects in your computer systems or problems with internet connectivity.
- 19.6. You agree that all intellectual property rights in VendorPanel® and anything that we create, modify, provide, supply or license to you in providing services to you are exclusively owned by us and licensed to you on the terms of this Supplier Agreement. You must not do anything which jeopardizes or interferes with our ownership of such intellectual property rights.

20. Notices and other communications

- 20.1. A notice under this Supplier Agreement must be in writing and posted or emailed to a party's service address or personally delivered to the party.
- 20.2. A party's service address is any of: (a) in the case of a corporation, its current registered address; or (b) the last business address or email address the party notified as its service address.
- 20.3. Without limiting any other means by which a party may be able to prove that a notice has been received by the other party, a notice will be deemed to be received: (a) if sent by hand when left at the address of the recipient; (b) if sent by pre-paid post, 3 days (if posted within the United States to an address in the United States) or 10 days (if posted from one country to another) after the date of posting; or (c) if sent by email, upon the earlier of the sender receiving a notification that the email has been read on the next Business Day subject to the sender not receiving a delivery failure notification.

21. Export Regulation.

- 21.1. The Software and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside the US.

22. US Government Rights.

- 22.1. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are the US Government or any contractor therefor, you shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R.

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§227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

23. General

- 23.1. This Supplier Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 23.2. Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Supplier Agreement and any transactions contemplated by it.
- 23.3. If a term or part of a term of this Supplier Agreement is illegal or unenforceable it may be severed and the remaining terms continue in force.
- 23.4. A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 23.5. The parties are independent contractors and nothing in this Supplier Agreement creates a relationship of employment, trust, agency or partnership between them.
- 23.6. This Supplier Agreement is governed by and are to be construed under the laws of Delaware, United States.

24. Dictionary

- 24.1. In this Supplier Agreement, except where the context otherwise requires:

AUP or Acceptable Use Policy means the acceptable use policy we publish which applies to VendorPanel® as amended from time to time.

Business Day means a day that is not a Saturday, Sunday or public holiday in the United States.

Confidential Information means: (a) information of any kind relating to a party's business, finances, strategies, plans, property, affairs, research, marketing, pricing, technologies, ideas, trade secrets, intellectual property, processes, customers, employees, partners, associates or joint ventures; and (b) in relation to a party, information received from or about that party which the recipient knows or ought to know is confidential.

Digital Form means any web page or electronic form hosted or provided by us where we seek your information and/or set out: (a) the terms of any Services that we will provide to you; (b) the fees associated with our Services; or (c) any special conditions or terms associated with the provision of our Services.

Insolvency Event means, in respect of a party: (a) the party commits an act of insolvency or is unable or deemed to be unable to pay its debts as and when they fall due; (b) the party enters into, or resolves to enter into, any form of external administration; or (c) any

other event of equivalent effect occurs in any jurisdiction.

Loss means any loss, damage, cost, expense, liability or claim suffered or incurred by a party and arising in connection with this Supplier Agreement (whether based in contract, tort, breach of statutory duty or on any other basis, and whether arising from acts or omissions, and whether or not loss or damage the risk of which we were or should have been aware), including economic loss, business interruption, loss of revenue, profits, actual or potential business opportunities or contracts, anticipated savings, loss of profits or loss of data.

Privacy Laws means, any other relevant laws relating to the collection, use, disclosure, storage or granting of access rights to Supplier Data.

Sales Tax means any goods and services tax or any similar tax that has application to any supply made under or in connection with this Supplier Agreement.

Service Order means any written form where we set out: (a) the terms of any Services that we will provide to you; (b) the fees associated with our Services; or (c) any special conditions or terms associated with the provision of our Services.

Services means access, use and license of VendorPanel® and any other service provided to you by us pursuant to any Service Order or described in a Digital Form.

Supplier Data means: (a) information, records, documents, images or data of any kind entered into VendorPanel® by you or your employees, officers or consultants; and (b) any information, records, documents, images or data of any kind provided by you to us in connection with the Services.

25. Interpretation

In this Supplier Agreement, except where the context otherwise requires:

- 25.1. the singular includes the plural and vice versa, and a gender includes other genders;
- 25.2. a reference to US\$, \$US, dollar or \$ is to United States currency;
- 25.3. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity, and their permitted assigns;
- 25.4. 'including', 'for example' and similar expressions are not words of limitation;
- 25.5. a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Supplier Agreement or any part of it;
- 25.6. if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- 25.7. headings are for ease of reference and do not affect interpretation.

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AS PART OF YOUR VENDORPANEL REGISTRATION, YOU WILL BE REQUIRED TO CONFIRM YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS ELECTRONICALLY.

BY SELECTING 'YES', YOU AGREE TO THE TERMS OF THIS LICENSE WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, SELECT 'NO'.