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2. USAGE GUIDELINES

Users of this document and MARAFIQ Supplier Portal are bound to comply and adhere to the ‘USAGE AGREEMENT & DATA PRIVACY STATEMENT’ as mentioned below.


“USAGE AGREEMENT & DATA PRIVACY STATEMENT”

This Usage Agreement and the Data Privacy Statement govern the supplier’s use of the Supplier Portal and participation in the transactions, and, together, constitute the "Terms and Conditions". By acceptance of these terms and conditions, the Vendor and its authorized representatives are legally bound by the Terms and Conditions and any modifications or amendments thereto. Continued access to the Portal and its Services, including without limitation all licenses granted hereunder, is subject to compliance with the Terms and Conditions and any breach of the Terms and Conditions will be pursued by to the fullest extent possible.

The Usage Agreement and the Privacy Statement may be modified at any time without notice and any such modification shall be effective immediately upon publishing. By assenting to these Terms and Conditions, the Vendor agrees to periodically review the Terms and Conditions published on the Home Page of the Portal under the link [Usage Agreement and Data Privacy Statement](#) and be bound by any modifications or amendments thereto.

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Vendors who have any questions about the Terms and Conditions are invited to contact the MARAFIQ Procurement and Contracts Department.

1. Vendor Warranties

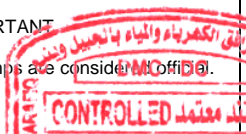
Through the electronic platform provided by MARAFIQ, the Vendor can participate in the online Transactions.


User of the portal from/on behalf of the Vendor represents and warrants that he/she,

- (1) Is duly authorized to consent to these terms and conditions on behalf of his/her respective company;
- (2) Can form legally binding contracts under applicable law;
- (3) Has the right to grant the intellectual and informational property rights at issue under this agreement, and that such grants do not infringe the rights of any third party; and
- (4) Is of the organization that is in commercial business, and not a consumer vendor, for the purpose of using this portal.

2. User IDs, Passwords and Digital Certificates

User IDs and passwords are confidential and proprietary. It is a violation of the Terms and Conditions for the Authorized User of the Vendor to disclose its password or share its User ID and Password with any unauthorized personnel in the organization of the Vendor, Third Parties, or to use its User ID and password for any unauthorized purpose. Vendor, through its Authorized User, shall be held responsible for any unauthorized use of its User's ID and Password.

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3. Transacting on the Portal

Transactions on the Portal are governed by the Terms and Conditions. The specific Terms and Conditions of each Transaction (such as compliance with the documentation for company authorized representatives, vendor registration documentation, supporting documentation for pre-qualification criteria, technical requirements, pricing, warranties, delivery, etc.) entered into through the Portal are established between MARAFIQ and the Vendor. The Portal is a venue through which MARAFIQ and the Vendor can conduct official business transactions. MARAFIQ decides with whom to do business. MARAFIQ does not set nor endorse the price, contract terms, quality, safety, conformance or legality of the Products advertised or offered for sale to third Parties. It is the sole responsibility of Vendors and its authorized representatives to provide best offers through the portal that add value to MARAFIQ needs.

4. Up gradation and Modification in the Portal Features

The features of the Portal may be upgraded and/or modified from time to time which may result in change of functionality/workflow/methodology of executing operations on the System. It shall be the responsibility of the Vendor to get its authorized users readily available to attend, acquainted and trained by MARAFIQ on the execution of operations of the System as required from time to time.

5. Minimum System Requirements

The Vendor shall ensure compliance with minimum system requirements in terms of hardware, software and internet connectivity as required to operate the System.


6. No Warranty

By assenting to these terms and conditions, the Vendor assumes any and all responsibility and risk of use of the portal and any products or services contained therein. MARAFIQ provides the portal and services "as is" and "as available," without any warranty or condition of any kind, express, implied or statutory. MARAFIQ expressly disclaim any warranties of any kind, including but not limited to,

- (a) The implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
- (b) That service will be continuous, uninterrupted and/or error-free; and

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(c) As to the accuracy of any information made available on or through the portal by or on behalf of any Vendor, third party or agency.

7. Release

Because the MARAFIQ is not a party to any Vendor-to-Agency, Vendor-to-Vendor or Vendor-to-"Third Party Provider" (as "Third Party Provider" is defined in Section 10 below) agreements, and has no control over the truth or accuracy of representations made by these parties, or the ability of parties to any such agreement to fulfil their part of any transaction, the Vendor hereby releases and agrees to hold harmless MARAFIQ, and its officers, directors, sub-contractors (including without limitation technology providers) acting in their capacity of providing services to MARAFIQ, agents, and employees from any and all claims, demands, and damages of every kind and nature (including, without limitation, actual, special, incidental and consequential), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the use of the Portal, or any agreement or transaction between any Vendor, on one hand, and any other Vendor (whether or not consummated) or any Third Party Provider, on the other hand.

8. Good Faith and Fair Dealing


The Vendor hereby agrees to act in accordance with the principles of good faith and fair dealing when transacting on or through the Portal. MARAFIQ reserves the right to investigate any allegation or evidence of Vendor's failure to abide by the principles of good faith and fair dealing in connection with its use of the Portal, and to fashion and enforce remedies, in its sole discretion, in order to address any violation of such principles.

9. Information posted on the Portal

The Portal may contain news and information published by various Third Party Providers, some of which may contain facts, views, opinions, analysis and recommendations of individuals and organizations deemed of interest. MARAFIQ does not guarantee the accuracy, completeness, or timeliness of, or otherwise endorse these views, opinions, analysis, or recommendations. Vendor assumes sole responsibility and risk for use of such content.

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The Portal may contain links to third party websites not under the control or operation of the MARAFIQ. MARAFIQ provides links only as a convenience and does not endorse, and is not responsible for the contents of, any linked site. Vendor assumes sole responsibility and risk for use of such third party links.

Vendor's postings to the Portal are the sole responsibility of the Vendor. Vendor hereby acknowledges and agrees that MARAFIQ has no obligation to monitor Portal content or third party links, and expressly disclaims any responsibility to filter any such content. However, MARAFIQ reserves the right to take any action with respect to information posted on the Portal that MARAFIQ deems inappropriate in its sole discretion, including but not limited to the immediate removal of offensive or harmful content, or suspension or termination of the Vendor's rights of use. The Vendor shall not post information on the Portal that is, or offer Products or services for sale that are:

- Fraudulent or related to the sale of counterfeit or stolen items;
- Infringing of any third party's rights, including but not limited to copyright, patent, trademark, trade name, trade secret, or other proprietary rights or rights of publicity or privacy;
- Transmitted anonymously or labeled under a false name;
- In violation of any applicable law, statute, rule or regulation (including without limitation those governing export control, consumer protection, unfair competition, cartelization, government/public sector procurement, anti-discrimination or false advertising);
- Obscene, indecent or pornographic;
- Defamatory, trade libelous, threatening or harassing; or
- Unsolicited or unauthorized advertisements, promotions, or other forms of solicitation.

In addition, the Vendor may not link directly or indirectly to, or include descriptions of, Products (1) that are prohibited by this Usage Agreement or the fruits of such prohibited Products, or (2) to which the Vendor does not have the right to link or include. The Vendor must obtain MARAFIQ's express permission to link this Portal to his website. Furthermore, the Vendor may not post to MARAFIQ or sell through the Portal any Product that could cause MARAFIQ to violate any applicable law, statute, ordinance, or regulation of any jurisdiction.

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10. Compliance with Laws

Vendor shall comply with all applicable laws, statutes, ordinances and regulations regarding the use of the Portal, bidding on or purchase of merchandise, and posting and retrieval of information (including without limitation those governing export control, unfair competition, antitrust, cartelization, or false advertising). Vendor hereby acknowledges that MARAFIQ has an express policy of complying with applicable laws of the Kingdom of Saudi Arabia, and that the operation of the Portal is not intended to facilitate collusion or other illegal agreements among competitors. Accordingly, Vendor hereby represents and warrants that it does not intend to and will not use the Portal to violate any provision of the Saudi law and will not knowingly act as a conduit or intermediary for price-fixing or any other anti-competitive agreement among competitors.

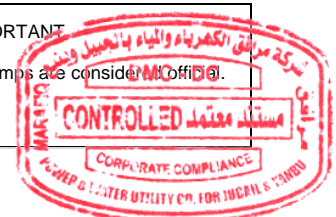
11. Intellectual and Informational Property; Ownership


"Vendor Information" shall include any information the Vendor submits to the Portal, or provides to MARAFIQ, including without limitation, all information provided in the registration, listing, or buying and selling processes. Vendor information includes contact information and Transactional Data as further described in the Privacy and Confidentiality Policy. Vendor retains sole ownership of their information. "The MARAFIQ Information" includes, without limitation, all data, reports, analysis, and performance results, developed or derived in connection with the operation of the Portal. The Vendor will have no ownership interest in or right of access to the MARAFIQ Information.

So that MARAFIQ does not violate any rights the Vendor has in its Vendor Information, the Vendor hereby grants to MARAFIQ a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to reproduce, transmit, distribute, and publicly display such information, and create derivative works from such information, in connection with the operation of the website, and the MARAFIQ's marketing, publicity and advertisement thereof in any form and media now known or currently unknown. Vendor Information will be used in accordance with the then-current Privacy and Confidentiality Policy, incorporated herein by reference. MARAFIQ may refer to any Organization as a User of the System in sales presentations, marketing presentations and marketing activities.

The website and all such Intellectual Property Rights included therein (including but not limited to copyrights, trademarks and service marks), are owned or licensed by, and all such rights, title and interest therein shall remain the property of the Service Provider. Certain trademarks and content are licensed from third parties and all such third party trademarks and content, and all intellectual property rights related thereto, belong to the respective third parties. The Vendor shall not infringe or remove any copyright, trademark

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or other intellectual property or proprietary notice or legend contained on the website or its content.

12. System Integrity

The Vendor hereby agrees not to tamper in any way with the software or functionality of the website. Without limiting the foregoing, the Vendor agrees not to put any computer programs, information or data into the Portal which contains any viruses, time bombs, trojan horses, worms, cancelbots or other computer programming routines that may damage, interfere with, intercept or expropriate any system, data or information.

13. Confidentiality


The Vendor is responsible for implementing sufficient firewalls, protections, procedures and checkpoints to satisfy their particular requirements for the protection of their systems and/or accuracy of data input and output, and for maintaining a means external to MARAFIQ for the reconstruction of lost data. The Vendor agrees not to disclose any other Vendor's Information including, without limitation, all information provided during the buying and selling processes. The Vendor agrees not to invade another Vendor's privacy, including, but not limited to, the breach or attempted breach of the security of another's computer, software or data. Use or distribution of tools designed for compromising privacy or security is strictly prohibited.

14. License

Subject to the Terms and Conditions, MARAFIQ hereby grants the Vendor a non-transferable, non-exclusive, non-sub-licensable license to use the System and the user interface for viewing and otherwise using the website and its services in accordance with the Terms and Conditions, and for no other purpose. All rights, title and interest in and to the software, user interface and content made available from, on or through this website shall belong to MARAFIQ including all modifications thereof and enhancements thereto. The software and user interface made available from, on or through this Portal may not be copied, modified or distributed by the Vendor, nor may derivative works be prepared therefrom. The license granted pursuant to the Terms and Conditions is solely for the internal use of the Vendor and may not be used for any time sharing or service bureau purposes outside of the Vendor's organization. The Vendor shall not reverse engineer, decompile, or otherwise translate, in any way, the software and user interface made available from, on or through this website. The Vendor shall have no right or claim of right

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to the software or any unique ideas found on this website. No ownership rights are granted to the Vendor hereunder and no title is transferred hereby.

15. Our Relationship

The Vendor and MARAFIQ are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Usage Agreement, or the Terms and Conditions.

16. Termination

In its sole discretion, MARAFIQ may restrict or terminate the Vendor's usage of the Portal products or services, postings, or current bids immediately if the said Vendor breaches any of the Terms and Conditions, or if MARAFIQ is unable to verify or authenticate any information provided by the Vendor. In its sole discretion, MARAFIQ can enforce this provision against individual employee-User/Users of the Vendor, or the Vendor itself. The Vendor may terminate its User ID and password at any time. Notice of termination must be provided in accordance with the requirements set forth in Section 17. The Vendor agrees that, upon termination of this Usage Agreement, said Merchant will honour all outstanding transactions and pending transactions.

17. Statute of Limitations


The Vendor agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Portal or the Portal or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

18. Settlement of Dispute

Any controversy or claim arising out of or relating to the Terms and Conditions, including, without limitation, this Usage Agreement, the parties together shall make good faith efforts to resolve such dispute or claim by whatever means they deem appropriate including conciliation and seeking the assistance of technical, accounting or other experts. Any dispute or claim, which the parties are unable to resolve within a reasonable time after such efforts shall be referred to the appropriate Court of Law in the Kingdom of Saudi Arabia for final determination, and Vendor hereby consents to the exclusive jurisdiction of

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the Court of Law in the Kingdom of Saudi Arabia for the purpose of final determination of any such dispute or claim arising hereunder.

Notwithstanding any such controversy, protest, dispute claims, settlement effort or court proceedings relating directly or indirectly to the execution of a Purchase Order or Contract at all times, Vendor shall proceed with the performance of the Work in accordance with the determination, instructions and clarification of MARAFIQ.

19. Notices

Except as explicitly stated otherwise or required by law, the Vendor shall provide any notices to MARAFIQ by courier or postal mail to MARAFIQ Head Office, Street 118, Jubail Industrial City 31961, Saudi Arabia and MARAFIQ shall provide any notices to the Vendor at the email and/or courier/postal address that the Vendor provides to MARAFIQ at registration, or such other address as either party shall specify in a notification in accordance with this section.


Email notices shall be deemed given one (1) working day after the email is sent, unless the sending party receives notice that the address is invalid or the email has otherwise failed to reach the destination email address within such period. Postal/Courier Notices shall be deemed given upon delivery to the receiving party.

20. Governing law

This Usage Agreement and the relationship between the Vendor and MARAFIQ, unless otherwise stated in a separate agreement between the Vendor and MARAFIQ, shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. MARAFIQ makes no representation that material on the Portal is appropriate or available for use in other locations, or that the contents comply with local law. Those who choose to access this Portal from other locations do so on their own initiative, risk and are responsible for compliance with local laws.

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21. Indemnification


Without limiting the generality or effect of other provisions of this Usage Agreement, as a condition of use, the Vendor agrees to indemnify, hold harmless, and defend MARAFIQ and its parents, subsidiaries, affiliates, suppliers and their officers, directors, affiliates, sub-contractors acting in their capacity of providing services to MARAFIQ, consultants, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages incurred by any Indemnified Party in connection with any third party claims arising out of (a) such Vendor's usage hereunder and/or engagement in transactions on the Portal, including, but not limited to, failure of any Products to meet specifications or breach of warranty, (b) such Vendor's failure to comply with any applicable laws and regulations (including without limitation those regarding the export/import of Products or technology) or to obtain any licenses, permits or approvals from the appropriate government agencies necessary to purchase or sell the subject goods and services, (c) such Vendor's breach of any of its obligations set forth in the Terms and Conditions; and (d) infringement claims asserted against MARAFIQ based on its use of Vendor's intellectual and informational property; and (e) such Vendor's agreements or transactions with Third Party Providers. The Vendor shall not settle any such claim without the written consent of the applicable Indemnified Party, which such consent shall not be unreasonably withheld.

22. Limitation of liability

In no event shall MARAFIQ, nor any officer, affiliate, director, shareholder, agent, contractor, sub-contractor (including without limitation technology providers and suppliers) acting in its capacity of providing services to the service provider, or employee be liable to the Vendor or any third party for any direct, indirect, incidental, special, punitive, or consequential damages, or lost profits, earnings, or business opportunities, or expenses or costs, even if advised of the possibility thereof, resulting directly or indirectly from, or otherwise arising (however arising, including negligence) out of the use of the portal by the Vendor, including, but not limited to, damages resulting from or arising out of such user's reliance on the portal, or the mistakes, omissions, interruptions, errors, defects, delays in operation, non-deliveries, misdeliveries, transmissions, eavesdropping by third parties, or any failure of performance of the portal; any agreement entered into between the Vendor and any third party (or the negotiations or discussions conducted in anticipation of any such agreement); the termination or suspension of Vendor's user id and password by MARAFIQ pursuant to the Terms and Conditions; the failure, or alleged failure, of any product or service purchased or transferred pursuant to the portal to conform to any specifications or terms, whether published on the portal or not; the breach, or alleged breach, of any warranty, express or implied, relating to any such product, service or

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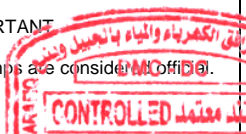
shipment; or government restrictions, strikes, war, any natural disaster or force majeure, or any other condition beyond MARAFIQ's reasonable control.


23. Miscellaneous Provisions

These Terms and Conditions constitute the entire agreement and understanding between the parties with respect to the Vendor's use of the Portal, and supersede and replace any and all prior written or verbal agreements. Headings are for reference only. A party's failure to insist upon or enforce strict performance of any provision of the Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the Vendor and MARAFIQ nor trade practice shall act to modify any provision of the Terms and Conditions. If any particular provision of the Terms and Conditions is held to be invalid or unenforceable, such determination shall not affect any other provision of the Terms and Conditions which shall remain in full force and effect. In addition, if any provision contained in the Terms and Conditions shall for any reason be held to be excessively broad as to activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law. These Terms and Conditions may not be assigned or transferred to third parties by the Vendor without prior written permission from MARAFIQ. The Vendor shall not be construed to be a third party beneficiary of any agreement between MARAFIQ and any other supplier to MARAFIQ.

24. Copyright and Trademark Notices

The entire contents of the Portal are copyrighted under applicable copyright laws. MARAFIQ or its licensors are the exclusive owners of the copyrights.

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PRIVACY AND CONFIDENTIALITY POLICY

MARAFIQ has a strong commitment to your privacy and the confidentiality of the information we collect. MARAFIQ provides this Privacy and Confidentiality Policy ("Policy") for the benefit of all of its visitors and Vendor who will use the Portal. If you have any questions or concerns regarding MARAFIQ's information practices, or this Policy, please contact the Procurement and Contracts Department of MARAFIQ.

This Policy and the Usage Agreement govern your use of the Portal and participation in the Portal, and, together, constitute the "Terms and Conditions. By "ticking Yes" on the Usage Agreement and Data Privacy Statement, the Vendor accepts and is legally bound by the Terms and Conditions.

Contact Information

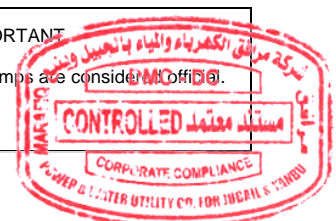
Only your company authorized representatives can be created in our system. Authorized representatives shall be empowered by your company owner(s) or executive(s) by submitting the "**COMPANY AUTHORIZED REPRESENTATIVES**" duly signed, stamped and authenticated by Chamber of Commerce. When the "Vendor Admin" user sign-up to create its own access and the access of other authorized representatives as listed in the certification of "Company Authorized Representatives", contact information that identifies all authorized representatives along with their designated roles and responsibilities are required to be entered to our system enabling timely and efficient conduct of communications and transactions. MARAFIQ Procurement staff may provide your Contact Information to its Business Units in the company who might be of interest to your company's services or inquire about specific capabilities, support some technical studies or for budgetary information .MARAFIQ may disclose aggregate information about our Vendors with industry leaders in the region, advertisers, business partners, sponsors, and other third parties.


MARAFIQ has implemented technical, environmental, and administrative measures to protect against the loss, misuse and alteration of all information under its control.

Transactional Data.

MARAFIQ will collect data from your interaction with the portal and your use of the portal's services ("Transactional Data"). MARAFIQ will maintain such Transactional Data in strict confidence and with complete security and may make limited use of the consistent with

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the Usage Agreement. MARAFIQ will not disclose organization-specific Transactional Data. Transactional Data will only be disclosed in aggregate form, without any information that would directly or indirectly reveal the identity of an individual firm. MARAFIQ may disclose only historical Transactional Data that any such disclosure will not threaten to reveal competitively sensitive information or provide the opportunity for anti-competitive behavior.

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