




VENDOR REGISTRATION & QUALIFICATION MANAGEMENT SYSTEM TERMS AND CONDITIONS

The terms and conditions set out below apply to your participation in the Addax Petroleum Vendor Registration & Qualification Management System (the "System"). You have agreed to accept these terms and conditions by ticking the acceptance box on the System website: <https://vms.addaxpetroleum.com>

The System allows you to provide Addax with information about your company's capabilities. The System is used as a sourcing tool by Addax Contracts & Procurement team, to identify companies that are capable of providing products and services necessary to meet our supply chain needs. Inclusion in the database does not guarantee a bid opportunity by Addax.

You agree:

- To maintain the confidentiality of the password or logon details provided to enable your access to the System. You agree to limit their distribution only to individuals in your organisation who require access the System. You agree to notify Addax immediately if you know of or suspect any misuse of, or breach of confidentiality relating to Addax or any password or logon details and to notify Addax immediately if an access has to be cancelled (i.e. departure of Company user).
- To complete the application and answer the questions in the System as accurately and completely as possible so that the completed application reflects the general status of, and the specific goods and/or services offered by your organisation at the time of completion of the application. You are solely responsible for reviewing the accuracy of the data information entered on the application.
- To comply with the System's reasonable requirements and directions regarding the use of the System, and to use the System in accordance with applicable law, including data privacy laws and communication regulations
- Not to use the System to knowingly load, post or distribute any information that infringes the Intellectual Property rights of any other person or entity, or which is harmful, inaccurate, misleading, fraudulent, defamatory, obscene, offensive or otherwise illegal.
- Not to interfere with the proper functionality of the website hosting the System; and to ensure that no virus or other harmful element is uploaded onto the System.
- That neither you, nor any of your owners, directors or employees who will benefit from or partake in the execution or performance of any contract that may be awarded, is a Government official, or that the names, respective roles and responsibilities of any person who is an owner, or director, or employee or associate of a vendor who will benefit or partake in the execution of any Contract that may be awarded, and who is also a Government official, shall be disclosed to Addax, and shall be so disclosed immediately facts relating to such government official interest become known subsequent to the award of any Contract that may be awarded to you.



The System and the website hosting it is provided “As Is” and Addax (including its respective officers, employees and agents) will have no liability whatsoever for any losses, damages, awards, claims, costs and expenses arising from your use of the System, whether arising from hacking, wrongful access or utilisation, or otherwise. Neither you nor Addax will under any circumstances be liable for indirect, incidental or consequential loss or damage or loss of profits, loss of revenue or loss of anticipated savings.

The copyright and all intellectual property rights whatsoever in the System and all associated computer programs, databases, websites, user manuals, and other documentation in connection with the System will be the property of Addax or the web hoster, and you agree not to copy, decompile, reverse assemble or otherwise replicate the System.

Completing the System application form may require you to provide certain limited personal information on individuals such as names, job titles and contact details. You confirm that you are permitted to provide any such details to Addax for the purpose of your participation in the System. Addax may transfer your information into or out of the European Union for the purposes of operational handling or backup purposes.

The data collected may be communicated and/or disclosed to the other Addax group Companies, to which your data may be of interest for any evaluations, and/or to Addax group auditors and/or consultants. The Addax manager responsible for data processing for the activities of Procurement of Addax Petroleum is: , Mr Dheeraj Patel, Manager - Supply Chain Management telephone: 0041(0)22 702 9400, e-mail address vms@addaxpetroleum.com or any subsequent substitute.

Your data shall be processed to verify your company’s technical, economic and financial suitability as well as its compliance with all statutory requirements. Your data shall be processed on the basis of lawful, fair and open practices to ensure protection of your privacy and rights

These terms and conditions are governed by the laws of England and Wales and the parties will be subject to the exclusive jurisdiction of the English courts.