

VENDOR PORTAL TERMS OF USE

These Terms apply to Your access to and use of the Portal and set out the terms on which You may make use of the Portal.

1. DEFINITIONS

- 1.1 **Affiliate** means any entity that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is Under Common Control of Eurasian Resources Group ("ERG") S.a.r.l and the ERG Group (being ERG and its Affiliates). "**Control**" shall mean the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity's assets) and/or the right or ability to directly or otherwise control the entity or the votes attaching to the majority of the entity's issued share capital and, "Controlled" or "Under Common Control" shall have a similar meaning;
- 1.2 **Applicable Law** means any national or provincial legislation, statutes, ordinances and other laws and regulations and any by-laws of any legally constituted public authority, in each case in force at any time in any relevant jurisdiction;
- 1.3 **Content** means any information, materials, data or other content, in any form whatsoever, that is encountered, used and/or submitted as part of Your experience on the Portal;
- 1.4 **Portal** means the vendor portal found at <https://4share.ergafrica.com>;
- 1.5 **Privacy Policy** means the privacy policy governing the use and processing of personal information on the Portal, found at <https://4share.ergafrica.com>;
- 1.6 **RFQ** means any request for quotation published by Us or any of Our group companies;
- 1.7 **RFQ T&Cs** means the terms and conditions applicable to any RFQ and to the responses thereto, as set out in the applicable RFQ;
- 1.8 **Terms** means these vendor portal terms of use setting out the terms on which You may make use of the Portal;
- 1.9 **User** means any user of the Portal, including (without limitation) any vendor of Ours (or of any of Our group companies), such as You;
- 1.10 **Vendor Agreement** means any agreement between You (or any person on whose behalf You are acting in accessing and using the Portal) and Us (or any of Our group companies) in which You have been appointed as a vendor;
- 1.11 **We, Our, Us** or any similar pronoun means ERG Management (South Africa) Proprietary Limited, a private company registered in accordance with the laws of the Republic of South Africa under registration number 2009/019645/07;
- 1.12 **You** or any similar pronoun means You, as a User of the Portal; and
- 1.13 **Your Content** means any Content that You make available on the Portal.

2. ACCEPTANCE OF TERMS

- 2.1 These Terms apply to Your access to and use of the Portal and set out the terms on which You may make use of the Portal.
- 2.2 Please read these Terms carefully before You start to use the Portal. By using the Portal or by clicking to accept or agree to these Terms when this option is made available to You or the Portal, You accept and agree to be bound and abide by these Terms. If You do not want to agree to these Terms, You must not access or use the Portal.
- 2.3 These Terms include (without limitation) the Privacy Policy, which is incorporated herein by reference. All information that We collect on the Portal is subject to Our Privacy Policy. By using the Portal You consent to all actions taken by Us with respect to Your information in compliance with the Privacy Policy.
- 2.4 We recommend that You print a copy of these Terms for future reference.

- 2.5 These Terms do not replace, amend or supplement the Vendor Agreement, any RFQ T&Cs or any part thereof. The Vendor Agreement and RFQ T&Cs (as applicable) will each continue to apply in relation to the matters contemplated therein and these Terms do not apply thereto.
- 2.6 These Terms constitute the entire agreement between Us and You in respect of Your use of the Portal, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between Us and You in respect of Your use of the Portal, whether written or oral, including but not limited to any and all prior versions of to the Terms that may have been published on the Portal, subject to clause 2.5 above.
- 2.7 We may revise and update all or any part of these Terms at any time by amending the relevant pages on the Portal in Our sole discretion. All changes are effective immediately when We post them, and apply to all access to and use of the Portal thereafter. However, any changes to the dispute resolution provisions set out in clause 15 will not apply to any disputes for which You and We have actual notice on or before the date the change is posted on the Portal.
- 2.8 You are expected to check the pages from time to time in order to take notice of any changes We make, as they are legally binding on You from date of posting. It is Your responsibility to check this page on a regular basis to ensure that You are aware of the terms of these Terms as updated from time to time.

3. **INFORMATION ABOUT US**

The Portal is a website operated by ERG Management South Africa Proprietary Limited, a private company registered in the Republic of South Africa under registration number 2009/019645/07 with registered office at Lower Building, 1 Sturdee Avenue, Rosebank, Johannesburg, Gauteng Province, the Republic of South Africa, 2196, and/or any Affiliate(s).

4. **OUR SITE**

- 4.1 We use the Portal to facilitate Our (and Our Affiliates) engagements with vendors from time to time, in particular in relation to the sharing of Content, including (without limitation):
- 4.1.1 submission of RFQs;
 - 4.1.2 submission of responses to RFQs;
 - 4.1.3 submission of delivery notes;
 - 4.1.4 submission of purchase orders s
 - 4.1.5 submission of invoices; and
 - 4.1.6 tracking of payments of invoices submitted,
- and any additional or different engagements, as determined by Us from time to time.
- 4.2 We may update and modify the Portal from time to time, and may change the Content on the Portal, including (without limitation) that We may remove any Content from the Portal, at any time. However, please note that any of the Content on the Portal may be out of date at any given time and at Our sole discretion, and We are under no obligation to update it.

5. **ACCESSING OUR SITE AND SECURITY**

- 5.1 the Portal is made available free of charge to Users.
- 5.2 You must register on the Portal before You may use the Portal. To do so, You must provide certain registration details or other information. It is a condition of Your use of the Portal that all the information You provide on the Portal is correct, current, and complete. You agree that all information You provide to register with this Portal or otherwise, including, but not limited to, through the use of any interactive features on the Portal, is governed by the Privacy Policy.
- 5.3 If You choose, or are provided with, a user name, password, or any other piece of information as part of Our security procedures in relation to the Portal, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that Your account is

personal to You and agree not to provide any other person with access to the Portal or portions of it using Your user name, password, or other security information.

- 5.4 You agree to notify Us immediately of any unauthorized access to or use of Your user name or password or any other breach of security. You also agree to ensure that You exit from Your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information.
- 5.5 We have the right to disable any user name, password, or other identifier, whether chosen by You or allocated by Us, at any time, if in Our reasonable opinion You have failed to comply with these Terms.
- 5.6 Your access rights on the Portal are restricted and You will only have access to pages and Content on the Portal that are relevant to You. You will not have access to pages and Content relevant to other Users and no third party User will have access to the pages or Content that is only relevant to You. We will have access to the pages and Content that are relevant to You and all other Users.
- 5.7 You are responsible for making all arrangements necessary for You to have access to the Portal and Content. You should use Your own virus protection software.
- 5.8 You are also responsible for ensuring that all persons who access the Portal through Your internet connection are aware of these Terms, and that they comply with them.
- 5.9 Access to the Portal is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Portal or Content without notice.
- 5.10 We will not be liable to You if for any reason the Portal, any Content or any part thereof is unavailable at any time or for any period. It is Your responsibility to monitor the Portal and the Content to ensure that the Portal is functioning and that the Content is correct and up-to-date. You must notify Us of any downtime, inaccuracies, errors or other issues as soon as possible via email at the following address: VendorPortal-Support@ergafrica.com, and We will communicate a workaround solution to You (if required) within a reasonable period.
- 5.11 Should You commit a breach of any of these Terms, Your right to access and use the Portal will cease immediately and We may take legal action against You. Further, We will report such breach to the relevant law enforcement authorities where required under Applicable Law and We will co-operate with those authorities by disclosing Your identity to them.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 We are the owner or the licensee of the Portal and the Content (excluding Your Content), including (without limitation) all intellectual property rights therein. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 6.2 You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit the Portal, any Content (excluding Your Content) or any part thereof, however, You may use the Content to the extent required for the performance of the Vendor Agreement, any RFQ T&Cs or for any other purpose communicated by Us in writing (as applicable).
- 6.3 You must not delete or alter any copyright, trademark, or other proprietary rights notices from Content (excluding Your Content).
- 6.4 If You copy, modify, download, or otherwise use or provide any other person with access to any part of the Portal (excluding Your Content) in breach of these Terms, Your right to use the Portal will terminate immediately.
- 6.5 Any use of the Portal or Content (excluding Your Content) not expressly permitted by these Terms is a breach of these Terms and may violate Applicable Laws.

7. TRADEMARKS

Our name(s), and all related names, logos, product and service names, designs, and slogans are trade marks of Ours, or Our licensors. You are not permitted to use them without Our prior written approval, unless to the extent that they form part of Content You are using as permitted under these Terms.

8. LINKING, MINING OR WEB SCRAPING

- 8.1 You may not create a link to any part of the Portal without Our prior written consent. We reserve the right to withdraw linking permission without notice.
- 8.2 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Portal or any Content provided on or via the Portal. This includes (without limitation) using (or permitting, authorising or attempting the use of):
- 8.2.1 any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Portal or any Content accessed via the same;
- 8.2.2 any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.
- 8.3 The provisions in this clause should be treated as an express reservation of Our rights in this regard.
- 8.4 This clause shall not apply insofar as (but only to the extent that) We are unable to exclude or limit linking, text or data mining or web scraping activity under any Applicable Laws.

9. ACCEPTABLE USE POLICY

9.1 Prohibited Uses

- 9.1.1 You may use the Portal only for lawful purposes. You may not: (i) use the Portal in any way that breaches any Applicable Law; (ii) use the Portal in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (iii) use the Portal for the purpose of exploiting, harming or attempting to exploit or harm any natural or juristic person, and in particular any minors, in any way; (iv) use the Portal to send, knowingly receive, upload, download, publish, use or re-use any material which does not comply with these Terms; (v) use the Portal to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); (vi) to knowingly or negligently transmit any data, send or upload any material that contains, or otherwise introduce any viruses, Trojan horses, worms, time-bombs, logic bombs, keystroke loggers, spyware, adware or any other material, harmful programs or similar computer code designed to adversely affect the operation of the Portal, Our server, or Our service provider's servers, computers or database connected to the Portal (**Our system**); or (vii) attempt to gain unauthorised access to or attack the Portal or Our system.
- 9.1.2 You also agree not to access without authority, interfere with, damage or disrupt any: (a) part of the Portal; (b) equipment or network on which the Portal is stored; (c) software used in the provision of the Portal; or (d) equipment or network or software owned or used by any third party.

9.2 Contribution Standards

- 9.2.1 These standards (**Contribution Standards**) apply to Your use of the Portal (including (without limitation) any linking to the Portal and submission of any of Your Content to Our Portal) (**Contributions**).
- 9.2.2 Contributions or use the Portal shall not:
- 9.2.2.1 be false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature;
- 9.2.2.2 be likely to deceive any person;
- 9.2.2.3 promote any illegal activity;
- 9.2.2.4 breach any Applicable Law;
- 9.2.2.5 give the impression that they emanate from Us, if this is not the case;
- 9.2.2.6 give the impression that they are endorsed by Us; or
- 9.2.2.7 advocate, promote or assist any unlawful act including, but not limited to intellectual property infringement or computer misuse.

9.3 You warrant that, prior to uploading any Contributions whatsoever as a User, all necessary consents and/or approvals have been obtained from the person in respect of whom the Contribution relates.

10. **COOKIE POLICY**

We want to ensure that Your visit to the Portal is smooth, reliable and as useful to You as possible. To help Us do this, We use Cookies and similar technologies (**Cookies**) according to this clause 10. We notify You about Our use of Cookies when You first visit the Portal, through a notification banner at the bottom of the page. However, You can change Your Cookie settings, and choose whether or not to accept Cookies, at any time through Our Cookie Consent Tool. Further information about managing Your Cookie settings is provided below.

This clause 10 explains Our views and practices regarding the collection, processing, use, disclosure and transfer of Cookies. By using, visiting, or browsing the Portal (use of the Portal including, amongst others, accessing the Portal), You accept and agree to these Terms generally, and clause 10 specifically.

10.1 **What are Cookies?**

10.1.1 A cookie is a small file of letters and numbers that is stored by Your internet browser and transferred to the hard drive of Your computer or mobile device. Cookies contain basic information about Your internet use, but most Cookies do not identify You personally. Your browser sends these Cookies back to the websites that You visit every time You visit them, so they can recognise Your computer or mobile device. This is done in order to personalise and improve Your browsing experience.

10.1.2 One important use of Cookies is to remember Your login details, so You don't have to re-enter them repeatedly. Other Cookies help websites to understand what did and didn't interest You in relation to the Portal, so that they can provide You with features that are more relevant and useful to You next time You visit.

10.1.3 Please note that Our use of any information We collect about You through Your use of Cookies is subject to the Privacy Policy.

10.2 **Types of Cookies**

10.2.1 The Cookies We use fall into three categories that are described below. You can find further information about the Cookies in each category by accessing the Cookie Consent Tool.

Necessary Cookies

10.2.2 These Cookies are necessary to help You access and move around the Portal, and use all the features on the Portal. Without these Cookies, functionality of the Portal would be limited and You may not be able to access all the Content on the Portal. We may also use essential Cookies for fraud detection and prevention purposes.

10.2.3 You are not able to turn off necessary Cookies. The reason for this is that such Cookies are necessary for the Portal to function fully, and for You to access and use the Content.

Analytical Cookies

10.2.4 We may use Cookies to help Us understand how You and other Users are using the Portal and how We can improve Our Users' experiences. These types of Cookies can provide Us with anonymous information to help Us understand which parts of the Portal interest Our Users, and if any errors are being experienced. We use these Cookies to test different designs and features for the Portal, and We also use them to help Us monitor how Our Users reach the Portal.

Customisation Cookies

10.2.5 These are used to recognise You when You return to the Portal. This enables Us to personalise Content for You, greet, and remember Your preferences (for example, Your choice of language or region).

10.3 **Cookie Consent Tool**

10.3.1 You have the right to choose whether or not to accept Cookies, and We explain how You can exercise this right below. We provide You with a Cookie Consent Tool that is available to all Users, which allows You to review the First Party Cookies and Third Party Cookies placed through the

Portal, and to adjust Your Cookie settings, including (without limitation) whether to accept such Cookies or not. All Users can access the Cookie Consent Tool at any time through the "Cookie consent" link at the bottom of every page.

10.3.2 In addition, You can manage Cookies through the settings of Your internet browser. You can have the browser notify You when You receive a new Cookie, delete individual Cookies or delete all Cookies.

10.3.3 Please note that, if You choose to delete Cookies, Your access to some of Our Content may be degraded or restricted.

11. **DISCLAIMER**

To the maximum extent permitted by Applicable Law:

11.1 We may publish Content on or through the Portal, and the presentation or publishing of this Content does not create any obligations, undertakings, warranties or guarantees of any kind on Us unless otherwise expressly stated in such Content.

11.2 The Content on the Portal is provided for general information only. It is not intended to amount to advice on which You should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on the Portal.

11.3 We provide You with the Portal on the basis that We exclude all representations, warranties, conditions and other terms (whether express or implied) which, but for this legal notice, might have effect in relation to the Portal and the Content, to the extent permitted by Applicable Law.

11.4 The Content on or accessed through the Portal is provided "as is", without any conditions, warranties or other terms of any kind, to the extent permitted by Applicable Law. In particular, We make no representations, warranties or guarantees, whether express or implied:

11.4.1 that the Content on the Portal is accurate, complete or up-to-date;

11.4.2 as to merchantability, title, non-infringement, compatibility, security, sufficiency, availability, adequacy, quality, reliability or fitness for any particular purpose of the Content available or created through, published or incorporated or made available, on or through the Portal; or

11.4.3 that the Portal or any Content will be: (i) free from errors or omissions; (ii) available; (iii) uninterrupted; or (iv) secure or free from bugs, viruses or any other harmful or potentially harmful destructive code.

11.5 We may from time to time at Our discretion place links to other websites and resources on the Portal for Your information. Where the Portal contains links to other websites and resources provided by third parties, these links are provided for Your information only. We have no control over the contents of third party sites (or any amendments thereto) or resources, and cannot be held liable for any loss caused, or liability incurred by You, as a result of Your use of such sites and resources, or any outdated, inaccurate or incomplete versions of the content contained on such sites, to the extent permitted under Applicable Law. The appearance of links to third party sites does not constitute an endorsement, sponsorship, affiliation or recommendation of those sites by Us.

11.6 the Portal may contain Content provided by persons or entities other than Us (**Third Party Content**), and which Third Party Content We may incorporate into the Content in whole or in part, or otherwise make available on or through the Portal, and which We will identify on the Portal as being provided by third parties. You acknowledge that We have no control over, and accordingly take no responsibility and accept no liability for, any such Third Party Content, to the extent permitted by Applicable Law. You acknowledge that any reliance upon any such Third Party Content shall be at Your sole risk, to the extent permitted by Applicable Law.

12. **LIABILITY**

12.1 Nothing in these Terms excludes or limits Our liability for death or personal injury arising from Our negligence, Our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Applicable Law.

12.2 Subject to clause 12.1, We will not be liable for any liability arising under or in connection with these Terms, the Portal and/or any Content including (without limitation) liability in contract, delict, tort, misrepresentation, breach of statutory duty or otherwise for any loss or damage, even if foreseeable. Without limiting the foregoing, this includes (without limitation): (i) use of, or inability to use, the Portal,

any Content or any linked website; (ii) use of or reliance on any Content displayed on the Portal or any linked website; (iii) the corruption of Content or data; and (iv) any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of the Portal or to Your downloading of any Content on or through it or on any website linked to it.

13. INDEMNITY

To the extent permitted by Applicable Law, You hereby indemnify Us and hold Us harmless from and against any and all losses, liabilities damages, costs or expenses (including (without limitation) reasonable attorneys' fees) arising out of or relating to Your breach of these Terms and/or Your use of the Portal, including, but not limited to Your Content and any use of the Content other than as expressly permitted under these Terms, and Your use of any information obtained from the Portal.

14. CONFIDENTIALITY

- 14.1 Each of You and Us (the **Recipient**) agrees and undertakes that, during the term of these Terms and thereafter, it shall keep confidential and shall not use for its own purposes, nor without the prior written consent of the other disclose to any third party, all information of a confidential nature (including, without limitation, information relating to a party's products, operations, processes, policies, budget, income, plans or intentions, product information, know-how, design rights, trade secrets and information of commercial value, the existence and terms of these Terms, the Content and in relation to You as the Recipient, the Portal) which may become known to the recipient from the other (the **Discloser**) (**Confidential Information**).
- 14.2 To the extent necessary to implement the provisions of these Terms, the Vendor Agreement and/or any RFQ T&Cs (as applicable) the Recipient may disclose the Confidential Information to those of its employees, independent contractors, directors, officers, suppliers, subcontractors, advisors, consultants and/or affiliates (**Representatives**) as may be reasonably necessary or desirable, provided that before any such disclosure the Recipient shall make those Representatives aware of its obligations of confidentiality under these Terms and shall at all times procure compliance by those Representatives with such obligations.
- 14.3 The Recipient shall not use the Discloser's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms, the Vendor Agreement or any RFQ T&Cs (as applicable) or to otherwise implement the provisions of these Terms, the Vendor Agreement or any RFQ T&Cs (as applicable).
- 14.4 The restrictions in this clause 14 do not apply to the extent that the information: (i) is public knowledge at the time of disclosure; (ii) is already known to the Recipient at the time of disclosure; (iii) subsequently becomes public knowledge other than by breach of these Terms, the Vendor Agreement or any RFQ T&Cs by the Recipient; or (iv) subsequently comes lawfully into the possession of the Recipient from a third party; or (v) is required to be disclosed under any Applicable Law.

15. GOVERNING LAW AND JURISDICTION

All matters relating to the Portal, these Terms, the subject matter and formation of these Terms, and any dispute or claim arising out of or in relation thereto will be governed and determined in accordance with the laws of the Republic South Africa, to the extent permitted by Applicable Law. You and We both consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg in any dispute arising from or in connection with these Terms or the Portal, to the extent permitted by Applicable Law.

16. WAIVER

Any failure by Us to exercise or delay by Us in exercising Our rights or remedies provided under these Terms or by Applicable Law does not constitute a waiver of that or any other right or remedy and does not prevent, limit or restrict the future exercise or enforceability of that or any other rights or remedies. No single or partial exercise of any right or remedy provided under this these Terms or by Applicable Law prevents or restricts the further exercise of that or any other right or remedy by Us.

17. SEVERANCE

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable in any territory, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable in that territory. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted in relation to that territory. Any modification to or deletion of a provision or part-

provision under this clause shall not affect: (i) the validity and enforceability of the rest of these Terms in that territory; or (ii) these Terms in any other territory.

18. **CONTACT US**

- 18.1 Your personal information is controlled by Us, and We provide You with access to the Portal and are the responsible party (where applicable).
- 18.2 If You have questions concerning the Portal, any Content, these Terms, including (without limitation) the Privacy Policy, the treatment of Your personal information and/or Our use of Cookies and other technologies, please contact Us via email at: VendorPortal-Support@ergafrica.com.
- 18.3 These Terms were last amended on 6 December 2022.

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