



Supplier Registration Terms and Conditions

Preamble:

For the purpose of improving the relation with its suppliers, contractors and service providers and to facilitate the contractual procedures, **stc** has provided a group of automated Systems to act as a communication channel with the contractors, suppliers and the service providers through the functions included in these systems.

The iSupplier System (also referred to as the «**System**») is an electronic tool that allows Kuwait Telecommunications Company K.S.C.P (hereinafter referred to as "**stc**") to authorize the suppliers authorized representative (hereinafter referred to as «**Supplier**») to receive requests for quotations, purchase orders, contracts and sending quotes, bids, shipment notices and invoices online and to participate in the company procurement activities.

The Supplier is required to complete the online registration process by providing his brief company profile for approval. This would allow **stc** to register the Supplier as a pre-approved supplier and assign a username and password for secure access to the System.

The Supplier agrees and acknowledges that it fully understands the system and terms and conditions, as it acknowledges that, where it is needed, it should ask for clarification or check and inspects to know the consequences of using this system and complying with the current or the addendum terms and conditions. It also agrees that using the system is considered as explicit approval of the terms and conditions mentioned in these terms and conditions.

Whereas, the Supplier has read the provisions that regulate the usage of the System, as it is convinced and agreed to submit the Supplier's company name as the registered Supplier and to abide by these terms and conditions and any other agreements including and not limited to the Transparency Agreement and Information Non-Disclosure Agreement.

Whereas the Supplier wishes to register with the iSupplier system, the Supplier acknowledges and agrees to the terms and conditions of registration with the System and to the Information Non-Disclosure Agreement and to the Transparency Agreement and any other policies and procedures of the Company that are deemed incorporated herein.

Accordingly, the Supplier agrees upon the following:

Article (1): Definitions

The following words and expressions shall have the meanings assigned to them unless otherwise specified.

Company (stc): shall mean Kuwait Telecommunications Company K.S.C.P (**stc**), as the owner of the Supplier System (iSupplier) and which is a Kuwaiti company, incorporated under the laws and regulations of the State of Kuwait pursuant to Amiri Decree No. 187 on 22 July 2008, to operate and manage the third GSM mobile network in Kuwait.

Supplier: shall mean any person or persons qualified to deal with **stc** in the areas of contracting, supplying materials or providing services and it will be a second party to the agreements with the Company. This capacity includes the Supplier representatives, his successors or any person "who" supersedes him under the consent of **stc**.

System (1 Supplier): shall mean the automated system which is owned and managed by **stc**. Its general function is for automating the registration, purchases, contracting and invoicing procedures. The System requires the internet and other means for communicating with suppliers and it includes several functions, such as registration, invitation for competition, and organizing the relationship, etc.

User: shall mean the person selected by the Supplier to represent the Supplier in using the System.

Usage: shall mean the registration for accessing the System and dealing with it in any format such as registering and qualifying the Supplier's firm, distributing the authorizations, sending and receiving documents and offering quotations.

Document: shall mean written or electronic document prepared by any party and it should be part of the content of the terms and conditions and the agreements between the Supplier and **stc**, such as registration data, invitations, specifications conditions and technical and financial offers.

Qualification: It is the system in which **stc** registers the Supplier name and information for the suppliers, contractors or service providers' list, that **stc** may deal with them in one or more projects, this procedure comes after the completion by the Supplier of all the registration requirements as may be specified by the System.

Article (2): Headings and Captions

The headings and captions mentioned herein do not constitute a part of any terms and conditions or an agreement and shall not be considered upon the interpretation, It is only considered as a reference.

Article (3): Purpose of the Agreement

The terms and conditions aim to organize the relationship between the Company and the suppliers by stating the main terms of dealing. Without prejudice to any agreement between the parties, the terms and conditions shall supersede other terms of complementary agreements or those mentioned herein. These terms shall be complementary to the terms and conditions which may to be agreed upon with the Supplier for implementation and other or similar operations. It is agreed that the terms and conditions with its agreements shall remain as they are, without modification.

Article(4): Amendment Or Adding Terms

stc shall have the right to amend any of the terms without being obliged to notify or inform any other party. The Supplier, in continuing in dealing with the Company or using the System as well as declining to express objection or reservation over the amendments shall be deemed to have granted consent to these amendments or additions. The Company shall be the only one who has the right to interpret these conditions in case of any conflict or contradiction that may arise.

Article (5): The Company's Liability

It is agreed that completion and satisfaction by the Supplier to all or part of registration and qualification requirements in the System or the Supplier's acceptance of these terms is considered as adoption from the Supplier's side that the Supplier read and understood and agreed without exception to these terms and conditions and this shall not grant the Supplier any right in pre-qualification until the Supplier is advised by **stc** to have completed the procedures for registration and satisfaction of the requirements and it is also agreed that advising the Supplier for its pre-qualification will not give the Supplier the right to claim for bid or request for proposal or contracting or any similar procedures.

Article (6) The Company Acceptance to the Terms and Conditions.

It is agreed that completion and satisfaction by the Supplier to all or part of registration and qualification requirements in the System or the Supplier's acceptance of these terms is considered as adoption from the Supplier's side that the Supplier read and understood and agreed without exception to these terms and conditions and this shall not grant the Supplier any right in pre-qualification until the Supplier is advised by **stc** to have completed the procedures for registration and satisfaction of the requirements and it is also agreed that advising the Supplier for its pre-qualification will not give the Supplier the right to claim for bid or request for proposal or contracting or any similar procedures.

Supplier shall provide official authorized signatory certificate with specimen signature for each Supplier. The official certificate shall be updated yearly or upon expiration.

Article (7): Information

The Supplier shall be considered responsible before the Company about the information or the documents he submitted or that the Supplier shall submit to the Company and shall ensure the accuracy, integrity of the information as the Supplier should keep it updated, accurate and complete. The Company reserves the right to seek any means deemed necessary to verify the information, also without prejudice to the terms and conditions pertaining to information confidentiality, the Company shall have the right to request clarifications or documents supporting this information from the Supplier or any concerned party.

Article (8): Implementation of the Electronic Service

The Company shall be committed to implementing the electronic operations carried out by the user, as long as these operations conform to the established conditions and regulations. The Supplier shall confirm their knowledge of the electronic operations and that it has the same power and effect of the operations that are implemented in writing or documented format. Based on this, all operations or obligations arising through the System shall be considered identical or complementary to those arising through the documented format and considered a base for the existence of the obligations. Also, the System's records shall be considered as irrefutable evidence for the settlement of any conflicts or disputes that may arise between the Supplier and the Company.

Article (9): User ID and Passwords

Based on registering and qualifying the Supplier on the System, a user ID and password shall be given to the main user who is entitled to delegate their authority fully or partially to a number of users. Accordingly, the Supplier shall undertake the following:

1. The main user shall be a legal representative to the Supplier, with the right to delegate the powers.
2. Maintain the confidentiality of user ID and passwords.
3. Make every possible effort to maintain the integrity of the codes and numbers, as well as avoiding entering them in any computer or computer materials or any documents or multimedia.
4. The user ID shall be given only to his direct authorized affiliates to have access to the system.
5. Obtain the needed commitments from his affiliates to observe the confidentiality of those codes.
6. Provide the necessary records for distributing the codes.
7. Deactivate the sub user ID established by the main user, if the sub user relation with the supplier is terminated.
8. Deactivate the main user ID in case the user left his job or the Supplier desires to change or due to the extinction of representation for any reason. The Company shall not be liable for any damages arising from the unauthorized use for the Supplier account.
9. Notify the Company immediately in case of losing the main user ID code or termination of the main user relation with the Supplier.

Article (10): Supplier Liability

Without prejudice to the requirements of the rules and regulations applied in the State of Kuwait, the Supplier shall be fully responsible for any damage caused by the Supplier or its affiliates to the System and it shall also be fully responsible for any damage caused by it to the Company during the implementation of any contract being concluded between the Supplier and the Company.

The Supplier shall be committed to using the website in the best way by complying with the applicable usage rules that are clarified by the Company, as it shall not reach any website by any means but through the means provided by the Company. Moreover, the Supplier has no right to have access to any account or to try to have access to an unauthorized account, also it agrees not to modify the programs in any type or way, or to use modified copies from these programs for any purpose including but not limited to unauthorized website access. The Supplier will be responsible for any defects in the system or the network security that may cause any legal, civil or criminal liability.

Article (11): Termination or Abrogation

Any agreement that is entered into following the registration between the Company and the Supplier shall remain valid, and a reference number will be assigned to the Supplier. However, either party has the right to terminate the agreement and optionally abrogate the supplier number, provided that the following are considered:

1. The party that is wishing to terminate shall notify the other party.
2. The termination shall have no effect on the existing contract between the two parties for the purpose of implementing a certain operation.
3. Finalization of any obligations of either party to the other.

The Company may have the right to terminate the agreement without notifying the Supplier, if there is any breach from the Supplier, with the way that the Company may see suitable including the close of the account temporally or permanently, cancelation or preventing him to register in the website in the future. The Company also may abrogate contract or contracts concluded with him or to withdraw the work if any violation of the terms of an agreement by the Supplier.

Article (12): System Ownership

The Supplier acknowledges that being given the necessary authorization for system usage does not grant him as well as his staff the possession right in any form of proprietary material, documents, trademark, logo programs or any materials deemed proprietary, which pertain to the System's component or transmitted through the System or derivative thereof. And the Supplier shall hold liable against users' acts like infringing, amending, duplicating or misusing the properties or any part thereof.

Article (13): Responses

The Supplier undertakes to respond to the Company's requirements, such as request for quotations and answering any inquiries in a speedy manner, without any delay within the time frame. Otherwise, the Supplier shall explain reasons in case of failure to respond to the Company's requirement.

Article (14): Notices

All notifications, communications and documents in relation to this agreement shall be exchanged either by handover with a receipt or through official or registered mail, approved electronic mail or by fax. It shall be deemed effective if it reaches the addresses set below.

- As for **stc**: Procurement@stc.com.kw
- As for the Supplier: the address he registered in the System.

The address may be changed by notifying the other party (15) days prior to the change. The Supplier hereby warrants, represents and undertakes that (a) submitted addresses shall remain valid over the entire course

of agreement and shall be updated promptly whenever been amended ; (b) his mailing system and its utilities are secured against any potential risk; (c) mailing system along with all its utilities are capable and secure to perform in conformity to the purpose of this agreement and iSupplier requirements; (d) designated recipient/s are granted always sufficient authority to check mail content, review and act on behalf of Supplier when required; and (e) he shall bear consequences and damages arising from overdue receipt , messages content leakage, theft or misconduct due to reasons not attributable to the company. Aforesaid messages apply essentially to usernames, newly created passwords and reset passwords.

Article (15): Exercise of Rights

If, at any time or from time to time, there was failure from any party in implementing any of these terms or the attached agreements terms or conditions this will not constitute a waiver or relief from any obligations of that party or the other for any of the terms and the conditions or for his right for compensation at any time for the breach of such terms and conditions.

Article (16): Anti-Corruption Law and Regulations Compliance:

The Supplier realizes and understands that:

- a. **(stc)** as a legal entity is committed to abiding by the Kuwait, European, UK and US Anti-corruption laws including Bribery Prevention Law.
- b. The applicable laws in the State of Kuwait prohibit and indict offering, giving or promising the bribery for any person clarified in the following clause, whether in direct or indirect way. As it indicts all the shapes of subsequent rewards whether it is money or things that have a financial or incorporeal value such as gifts, endowments, Training courses or participation in a conference or an occasion , and anything that has a financial or incorporeal value.
- c. According to the applicable laws in the State of Kuwait, the Supplier should put in their consideration that **stc**'s employees include the first party Chief Executive Officer, Vice presidents and their assistants, General Managers Administration Managers, Departments Managers, Chairman of the Board of Directors and Members of the Board of directors, Employees, Contractors with their employees and subsidiaries including the labors on the basis of Operation contracts or the subsidiaries labors.

For more information regarding the Kuwait Arabia Anti-Corruption laws you can visit the website of Kuwait Anti-Corruption Authority (Nazaha) www.nazaha.gov.kw.

As the Supplier acknowledges realizing and understanding that it should inform **stc** regarding any fears, inquiries or violations regarding the requests above through the whistle-blowing email: speak-up@stc.com.kw

Also, the Supplier, including its staff, owners, employees, directors, officers, agents and contractors should read and understand the published and provided policies of whistle blowing and the cost of conduct of the Company. The Supplier, including its staff, owners, employees, directors, officers, agents and contractors acknowledges that it has read, understood and agreed to the content of the applicable policies of the Company and shall fully abide by it.

Article (17): Safety and Security

The Supplier as well as its staff, while handling with Company, shall undertake to abide by the regulations, instructions and decisions pertaining to the safety and security of the Company.

Article (18): Brands

18.1 The Supplier acknowledges and agrees that it shall not be entitled to use any of the Company's trademarks or brands or logos for any purpose without the Company's prior written consent.

18.2 Where the Supplier is given consent to use the Company's trademarks or brands or logos, the

Supplier shall use those trademarks or brands or logos strictly in accordance with applicable Company Policies and any other conditions notified by the Company.

18.3 The Supplier acknowledges and agrees that nothing in these terms allows it to use any Residuals or to infringe the intellectual property rights of the Company or any third party; or breach its obligations of confidence under these terms and any agreement.

18.4 For the purposes of clause "Residuals" means ideas, know-how or any general skills or knowledge gained from the experience of providing or receiving the services and retained in the unaided mental impressions of such Supplier's employee relating to the services which the Supplier, individually or jointly, develops or discloses under these terms and conditions.

Article (19): Conflict of Interests

The Supplier shall continually undertake to prevent any Conflict of Interests and shall ensure accuracy and integrity of the declarations that the Supplier submitted to the Company pertaining to the Conflict of Interests, and shall undertake to make a prompt notification about any amendments that may affect the aforesaid declaration. The Supplier including its staff, owners, employees, directors, officers, agents and contractors shall acknowledge and accept the conflict of interest policy and procedure of the Company.

Article (20): Relevant Regulation

Unless specified in these terms and conditions or in an agreement or its annexes, these terms and conditions, the agreements and any and all annexes shall be subject to Electronic Transactions Law issued under Law No. 20 of 2014 and its implementing regulations.

Article (21): The Applicable Law and Settlement of Disputes

These terms and conditions and/or the attached agreements are subject to the regulations applied in the State of Kuwait and shall be construed and implemented, along with any disputes arising thereof, accordingly. Any dispute arising out of the implementation of these terms and conditions or the attached agreements which is not solved amicably shall be submitted to the courts of the State of Kuwait for final settlement.

A. Information Non-Disclosure Agreement

As the acceptance of these terms and conditions by the Supplier and/or the signing of an agreement between the Company and the Supplier may cause the free exchange of information between the Company and the Supplier from time to time and as the Supplier and the Company wish to place arrangements in order to prevent the exchanged information from being illegally used or disclosed, the Supplier and the Company agree pursuant to this Information and Non-Disclosure Agreement and these the following terms and conditions:

1. stc's Information

The agreement is about **stc** information and deals with all types of information whatever their nature or type may be, which the Supplier or his managers, officials, staff, agents or advisors obtain directly or indirectly from the Company or as per the discussions held with the Company or any of its contractors before or after the date of the agreement, in whatever form (including but not limited to information obtained in writing or verbally or by any visible or electronic or magnetized or digital means) noting that the phrase "the Company's private information" shall not include information which the Supplier demonstrates that:

1.1.1 They are available and obtained by the public in a manner that does not constitute a breach of the agreement, or

1.1.2 They are obtained previously by the Supplier without restriction or disclosure, or

1.1.3 They are obtained independently by the Supplier from a third party with the right to disclose, or

1.1.4 They are prepared independently, and in good faith, by the receiving party's staff that has no access to that information.

1.1.5 The information that is disclosed by the Supplier to satisfy the legal demand by a competent court or government body, provided however that in these circumstances the Supplier shall advise the other party prior to disclosure by at least one week so that stc has an opportunity to defend, limit or protect against such production or disclosure, and provided further that the Supplier will disclose only that portion of Confidential Information which is legally required to be disclosed and the Supplier will exercise its reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any Confidential Information so required to be disclosed.

1.1.6 The information disclosed to a third party pursuant to written authorization by the Company.

1.1.7 The information that consisted solely of generalized ideas, concepts, know-how or techniques relating to computer hardware or software

2. Information Exchange

The Supplier and the Company shall, without incurring any costs, exchange such information that they both deem necessary and beneficial as to the implementation of the tasks subject to the agreement.

3. Confidentiality

3.1 Each party shall be obliged during the period of these terms and conditions and the agreement to maintain the confidentiality of the information received from the other party and shall not disclose it to any other third party or to use except as necessitated by the implementation of the projects or processes unless such disclosure or usage has been agreed to in writing by the party providing the information.

3.2 Each party shall acknowledge and agree with the other party to benefit from the information exchange subject to the terms and conditions and the agreement only for the purpose of implementing the agreement and the relevant contract and not for any other purpose (commercial or otherwise) whatever the reasons or justifications may be.

4. Information Protection

The Supplier shall commit to maintain the confidentiality of the information provided to the Supplier and shall treat them with the same level of confidentiality of his own information of the same nature and it shall not be disclosed to any third party except for his authorized subordinates in order to assist them in implementing the tasks of the agreement or projects.

5. Violation of the Confidentiality Obligations

The Supplier shall acknowledge and agree that any violation of the confidentiality terms and provisions which shall cause any harm to the Company would not be compensated, whereas the financial compensations are not efficient for such violation. If such violation has occurred or is most likely to occur by any party, the Company shall have the right to seek to obtain a court decree from any authorized tribunal to avoid such violation occurrence or threat and to prevent a breaching party of violating the terms and conditions and the agreement.

Whereas any court decision is an additional remedy but it shall not restrict or prevent the committed party from seeking any other remedies.

6. Parties Obligations

The Supplier shall make their best efforts to ensure the fulfillment of these terms and conditions and the agreement by their staff and by any other individuals who receive such confidential information pursuant to Article (3) of these terms and conditions, irrespective of such individuals being among the parties of the agreement or to the terms and conditions of this agreement.

7. Rights of Private Information Properties

The private information shall remain the property of the Company and the agreement shall not include any terms that shall authorize the other party to this right or any license regarding the disclosure of such information and he has no right for its property.

8. Private Information Retrieval or Recovery

Each party shall commit, upon written request from the other party, to return or destroy all copies of the private information received by him.

9. Validity Period

The commitments and restrictions shall be valid along with the agreement and last for at least two (2) years after its termination for any reason except as stated in Article "3 ", "4" ,"5" and "6" which last for 5 years at least.

10. Successors

In the event that any of the parties enters in a merge, joint, or any other rearrangements with other party therefore it is agreed upon that the successor shall be committed to implementing these confidentiality terms, these terms and conditions and any agreement terms and provisions.

11. Information Disclosure and Publishing

Any disclosure or publishing of the content herein and information or any relevant information shall be based upon the Company's prior approval.

12. stc Information Services

12.1 Staff, henceforth referred to as "Users", engaged by the Supplier in connection with the business purpose who requires access to **stc**'s corporate information and / or internet services shall be allowed access subject to the following provisions of these terms and conditions and the agreement:

- a. Access to **stc**'s corporate information and / or internet services is permitted to all Users who have the necessary management approval for such access
- b. (**stc**) information and internet services shall be used for work in connection with the business purpose only.
- c. Users may not download or install software without approval from **stc**'s management.
- d. Individual internet dial-up connections will not be permitted.
- e. Users may only access the Internet using **stc**'s approved and installed internet client software.
- f. Users may only access the Internet using **stc**'s approved and installed internet client software.
- g. Users shall not initiate hostile or fraudulent activities which have the potential to harm **stc** and/or its staff.
- h. Users shall not initiate hostile or fraudulent activities which have the potential to harm **stc** and/or its staff.

12.2 The following cases or their similarities is contravening these terms and conditions and the agreement, although this contravention will give the Company the right to enforce its rights and to avoid violation comprising damage claims against the Supplier and its staff, officers, owners and directors and agents and contractors:

- a. Violating the right-to-privacy of employees of **stc** including attempts to access another person's account, and personal files exploitation of **stc** computer resources to threaten or harass other computer users;

- b. Using the internet for any activity that contravenes the laws of the State of Kuwait;
- c. Attempts to write, produce, copy, or introduce, into the **stc's** technology environment computer codes designed to self-replicate damage or otherwise hinder the performance of any computer. Any such software is commonly referred to as a computer virus
- d. Attempts to alter system software or hardware configurations;
- e. Deliberate attempts to degrade or disrupt system performance will be viewed as a criminal activity under the Kuwaiti law;
- f. Violating the current workplace ethics or standards;
- g. Use of **stc's** corporate information and internet services for any commercial purpose without the express written consent of **stc**;
- h. Unauthorized attempts to access computers belonging to **stc** or another organization;
- i. Sending threatening messages;
- j. Sending racially and/or sexually harassing messages;
- k. Theft by copying electronic files protected by copyright (national or international) without appropriate permission;
- l. Distributing or posting (electronically, via e-mail or otherwise) **stc** confidential materials outside of **stc**;
- m. Refusal to co-operate when security investigations are conducted - routine or otherwise; and/or
- n. Sending "chain letters" via email.

13. General Conditions

13.1 If at any time or from time to time there is a failure of any party to fulfill any of these terms and conditions, this shall not constitute a waiver by such party of his right of compensation at any time for the violation of such terms and conditions by the other party.

13.2 It is agreed by the Supplier that it shall execute any such other terms and agreements as required by the Company and these terms and conditions and the confidentiality provisions and all other agreements between the parties shall constitute the entire agreement and will each be a part and parcel of any agreement concluded between the parties and shall replace all previous written or oral agreement regarding the subject of these terms and the agreement. Any other agreements or understanding agreements for amending or extending the provisions and terms and conditions and the agreement shall not be applicable on both parties without written approval signed by the authorized representatives of each party.

13.3 In the event that any one or more of the provisions contained in these terms and conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these terms and conditions, which shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the terms and conditions shall be carried out as nearly as possible according to its original terms and intent.

B. Transparency Agreement

As the two parties wish to achieve their common interests and desire to enter into a Transparency agreement with legitimate obligations to both of them and as they agree to its terms, the two parties shall agree to the following:

1. Definitions:

"Bribe " means the payment or the promise of payment of money or grants or loans or any similar benefit including the direct or indirect proposal of any amounts of money or other in order to obtain or keep any of

the works , any of those activities considered a bribe according to the recommendations of the Economic Cooperation and Development Organizations regarding bribe, for the year 1994 as well as the modification made in 1998 on the External Corruption Prevention Bylaw for the year 1997 and the illegal activities subject to the bribe prevention law in Kuwait. " External Official " means any employee or agent or representative or consultant or contractor for any government authority or court or jurisdiction including but not limited to the external officials as per Economic Cooperation and Development Organization recommendations for the year 1994 and those persons known as external officials as per the External Corruption Prevention for 1997.

Affiliate companies means (A) any company that directly owns stocks with majority in the company (B) any other company in which ownership of the majority of stock are directly owned by a company mentioned in (A) above and (C) members of the company's board or their relatives or partners or any person directly connected to them and (D) the company's officials or staff and (E) any government official directly involved with the required activities as per the essential contracts before, during and after its implementations.

2. Acknowledgements:

With regard to any agreement, the Supplier shall acknowledge the following:

2.1 Not to offer any bribe to the officials , managers , employees , external managers of the company or its branches whether in respect of the essential agreements or any other agreements or contracts that arise and to apply and implement policies and procedures that prohibit the bribing of these people including but not limited to the staff residing in Kuwait; and

2.2 To compensate the Company or its affiliates or their staff for any damage or to prevent any harm to those people with regard to any claims or cause or proceeding or preventive claim or loss or damage or expenses (including lawyers expenses) or the responsibility for any acts related to prohibited bribes as per this complementary agreement.

3. Assurance and Guarantee

As of this date, the Supplier shall assure and guarantee the following that he has not proposed or offered a bribe to officials, or managers, or employees of the company or its external managers or the Company's branch employees in regard of the essential agreement or the other agreements and contracts including but not limited to the external managers in Kuwait and to obtain the signature for contracts & agreements directly from the company without participation of any third party.

4. Penalties

The Supplier shall agree that non commitment to this complementary agreement or in case the assurance and guarantee mentioned are false, the Company shall be entitled to resort to all available means as subject to the law including but not limited to termination of contracts or standing agreements and deduction of payment made or to be made with regard to bribe from any amounts payable to the Supplier.