

## Supplier Connect Agreement General Terms

Welcome to Supplier Connect, a central information hub and electronic data interchange solution for Amazon suppliers.

This Agreement refers to the following additional terms, which also apply to your use of Supplier Connect and related services (the "**Solution**"):

- (i) our Privacy Policy [[LINK](#)];
- (ii) our Cookie Policy [[LINK](#)], which sets out information about the cookies on Supplier Connect; and
- (iii) our non-disclosure agreement ("**NDA**") setting out your confidentiality obligations with regards to using Supplier Connect.

THIS SUPPLIER CONNECT AGREEMENT (THE "**AGREEMENT**") CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SOLUTION, AND IS AN AGREEMENT BETWEEN THE BUSINESS YOU REPRESENT AND AMAZON. BY REGISTERING FOR OR USING THE SOLUTION, YOU AND THE BUSINESS YOU REPRESENT AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS OF THIS AGREEMENT. YOU AGREE TO WAIVE ANY RIGHT YOU MIGHT OTHERWISE HAVE TO RELY ON ANY TERM ENDORSED UPON, DELIVERED WITH OR CONTAINED IN ANY DOCUMENT THAT IS INCONSISTENT WITH THIS AGREEMENT.

### 1. Definitions and interpretation

1.1 In this Agreement , the following definitions apply:

**"Affiliate"** means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity;

**"Amazon"** (and **"we"**, **"us"** and **"our"**) means Amazon EU S.à r.l., a *société à responsabilité limitée*, incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 38, avenue John F. Kennedy, L1855 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies register under number B101818, and any of its applicable Affiliates;

**"Applicable Law"** means any and all applicable laws, regulations and industry standards or guidance, and any applicable and binding judgment of a relevant court of law;

**"Business"** (and **"you"** and **"your"**) means the business registering and using Supplier Connect in accordance with the terms of this Agreement;

**"Confidential Information"** means any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise, relating to the business, affairs, customers, suppliers, employees, affiliates, products and/or methods of us and disclosed to or otherwise obtained by the Business in connection with the Agreement;

**"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright, neighbouring rights and related rights, moral rights, trade marks, business

names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights in computer software, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**"MSA"** means the Master Services Agreement entered into between Amazon and the Business in the event we decide to purchase the Business' products as provided by the Business through the Solution;

**"Parties"** means Amazon and the Business, "Party" shall be construed accordingly.

1.2 In this Agreement, the following rules apply:

1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended, re-enacted or superseded and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.2 any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.3 a reference to **"writing"** or **"written"** includes e-mails.

## 2. **Registration**

To access the Solution, you must complete the registration process. Use of the Solution is limited to parties that can lawfully enter into and form contracts under Applicable Law. As part of the application, you must provide us with, as applicable, the company name, registered company number, registered company address, phone number and e-mail address. Before you will be permitted to complete the registration process, you must have entered into the NDA. If you are unable to access and/or have not received a copy of the NDA, please contact the Amazon commodity manager before continuing with registration. Capitalised terms used in this Agreement that are not otherwise defined have the meanings given to them in the NDA, as applicable.

## 3. **Term and Termination**

3.1 The term of this Agreement will start on the date of your completed registration for the Solution, and continue until terminated by us or you as provided in this Agreement (the **"Term"**). We may terminate or suspend this Agreement or access to the Solution for any reason at any time by notice to you. You may terminate this Agreement or your access to the Solution for any reason at any time by the means then specified by Amazon.

3.2 Your access to the Solution will automatically cease upon termination or expiration of this Agreement.

#### 4. **Your Materials**

- 4.1 Without limiting any terms or conditions of this Agreement or the NDA, you hereby acknowledge and agree that any information, documentation or other materials provided by you through the Solution or otherwise made available by you ("**Your Materials**") are provided to Amazon solely for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling both parties' obligations under any agreement(s) executed by both parties. When you provide Your Materials through the Solution, you grant us a worldwide, , non-exclusive, royalty-free, transferrable licence to use, reproduce and distribute Your Materials for the purpose for which they were originally disclosed.
- 4.2 Notwithstanding the foregoing, tax information provided in Supplier Connect is used solely for user identification and will not be used for any tax purposes. You warrant that Your Materials comply with our Acceptable Use Policy. We have the right to remove Your Materials provided by you through the Solution if, in our opinion, Your Materials do not comply with the content standards set out in our Acceptable Use Policy. You are solely responsible for securing and backing up Your Materials.

#### 5. **Restrictions**

- 5.1 You will not and will not assist, encourage or enable others to:
- 5.1.1 use the Solution or Your Materials to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature;
  - 5.1.2 use any device, software or routine that interferes with the proper working of the Solution or otherwise attempt to interfere with the proper working of the Solution;
  - 5.1.2 use the Solution to violate the security of any computer network, crack passwords or security encryption codes, disrupt or interfere with the security of, or otherwise cause harm to, the Solution or any of its other users; or
  - 5.1.3 use the Solution to violate any Applicable Law.

#### 6. **Representations**

- 6.1 You represent and warrant to us that: a) you are duly organized, validly existing and in good standing under the laws of the country in which your business is registered and that you are registering for the Solution within such country;
- 6.1.1 (b) any individual signing and entering into this Agreement on behalf of the Business have all requisite right, power, and authority to do so and , perform any obligations, and grant the rights, licenses, and authorisations in this Agreement;
  - 6.1.2 (c) any information, including any of Your Materials, provided or made available by you or your Affiliates to Amazon or its Affiliates is accurate and complete at the time provided, and does not infringe any third party's Intellectual Property Right; and

6.1.3 (d) you will comply with all Applicable Law in your performance of your obligations and exercise of your rights under this Agreement.

## 7. **Indemnification**

7.1 You agree to indemnify, defend, and hold harmless us and our officers, directors, employees, representatives, agents and Affiliates against any claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, reasonable legal fees) (each, a "**Claim**") arising from or related to:

7.1.1 your breach of your obligations under Sections 5 (Restrictions) and 6 (Representations) of this Agreement; and

7.1.2 any third party infringement of Intellectual Property Rights arising from the provision and/or our use of Your Materials. We may take control of the defence (at our expense at any time during the Claim).

7.2 You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

## 8. **Disclaimer; General Release; Limitation of Liability**

THE SOLUTION, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE SOLUTION, ARE PROVIDED "AS-IS." YOU USE THE SOLUTION AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SOLUTION OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; AND (ii) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOLUTION WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS. WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY, OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT, REVENUE, BUSINESS, ANTICIPATED SAVINGS, LOSS OF OR CORRUPTION TO DATA OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. THESE LIMITATIONS AND DISCLAIMERS APPLY EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 9. **Confidentiality**

9.1 The Parties' disclosures and activities in connection with this Agreement are subject to the terms of the NDA. Notwithstanding anything to the contrary in the NDA, you shall

use our Confidential Information solely in relation to its use of Supplier Connect and shall keep our Confidential Information strictly confidential and not, without our prior written consent, disclose it to any other person. In dealing with our Confidential Information, you shall exercise no lesser security measures and degree of care than those which you apply to your own confidential information, which you warrant as providing adequate protection against unauthorised disclosure, copying or use.

9.2 You may disclose our Confidential Information:

9.2.1 to your employees, officers, representatives or advisers who need to know such information for the purposes of exercising the rights or carrying out its obligations under or in connection with this Agreement . You ensure that such persons comply with this Section 9;

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority subject to you disclosing, notifying and consulting with us a reasonable time prior to the disclosure; and

9.2.3 if such information is public knowledge or already known to you at the time of disclosure or subsequently becomes public knowledge other than by breach of any duty of confidentiality (contractual or otherwise). .

9.3 You may not issue any press release or make any public statement related to the Solution, or use our name, trademarks, or logo or any other Intellectual Property Rights, in any way (including in promotional material) without our prior written consent , or misrepresent or embellish the relationship between us in any way.

9.4 You shall:

9.4.1 not, (except as set out in this Agreement ) make copies or reproductions of Confidential Information;

9.4.2 promptly notify us if you become aware of any unauthorised publication or disclosure of Confidential Information and take all possible action to prevent further publication or disclosure of the same; and

9.4.3 deliver up all copies of all documents or extracts of any such document or any Confidential Information (whether or not lawfully made or obtained) and if requested shall delete any Confidential Information from any re-usable medium.

9.5 If following such delivery or destruction, you require the Confidential Information to comply with Applicable Law, you may request such Confidential Information and we shall, where possible, provide such information.

## 10. **Ownership**

10.1 Subject to the license granted in Section 4 above, you and your licensors (as applicable) will own all right, title and interest, including all Intellectual Property Rights, in and to Your Materials. Amazon and its Affiliates will own all right, title and interest, including all Intellectual Property Rights in and to:

- 10.1.1 the Solution and all other materials relating to the Solution;
  - 10.1.2 any content, product and forecasting information, technology, trademarks, data, materials, and other items or information provided, uploaded or otherwise made available by Amazon or its Affiliates through the Solution (collectively, "**Amazon Materials**"), and
  - 10.1.3 any data or information with respect to the use, testing, or operation of the Solution, including, but not limited to, use of the Solution by you.
- 10.2 Except for any rights expressly granted under this Agreement, each Party reserves all rights.

**11. Relationship of Parties**

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. This Agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions in this Agreement are intended to be and are for the sole and exclusive benefit of Amazon and you.

**12. Suggestions and Other Information**

If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to the Solution (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history, and posted content.

**13. Modification**

We may amend any of the terms and conditions contained in this Agreement at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on Supplier Connect , from which point they will become effective. We have the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the Solution, including by redesigning, modifying, removing, or restricting access to any part of the Solution. YOUR CONTINUED USE OF THE SOLUTION AFTER AMAZON'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.

14. **Password Security**

Any user identification code, password or other piece of information as part of our security procedures we provide to you ("**Log-in Details**") may be used only during the Term to access and use the Solution (or other tools we provide, including the Supplier Site, as applicable). You are solely responsible for maintaining the security of your Log-in Details. You may not disclose your password to any third party (other than third parties authorised to use its account in accordance with this Agreement) and is solely responsible for any use of or action taken under its Log-In Details.. We have the right to disable any user Log-in Details at any time, if in our reasonable opinion you have failed to comply with any of the provisions of the Agreement. If you know or suspect that anyone other than you knows your Log-in Details, you must immediately notify Amazon in writing.

15. **Governing Law and Jurisdiction**

This Agreement will be interpreted, construed and enforced in accordance with the laws of the Grand-Duchy of Luxembourg without regard to any rules governing choice of laws. Each party hereby irrevocably submits to the exclusive jurisdiction and venue of the judicial District of Luxembourg City, with respect to any claim, action or proceeding arising out of or in connection with this Agreement. .

16. **Waiver**

Except in relation to inconsistent terms (as further detailed in the opening paragraph of this Agreement , no failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of or prevent or restrict the further exercise of that or any right or remedy.

17. **Notices**

We will send all notices and other communications regarding this Agreement to you at the e-mail addresses you designated for notifications and updates in your registration or within the Site, as applicable, or by any other means then specified by Amazon. You will ensure that all of your information is up to date and accurate at all times. You must send all notices and other communications relating to Amazon to the notices address set forth in the Agreement. Notices may be delivered by post or e-mail transmission and shall be deemed to have been received: (i) by post, within 48 hours of the date of posting; or (ii) by e-mail, immediately on transmission upon receipt of such transmission.

18. **Severability**

If any provision or part-provision of the Agreement is or becomes unlawful, invalid , or for any reason unenforceable, then that provision will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion under this Section 18 shall not affect the validity and enforceability of the rest of the Agreement .

19. **Entire Agreement**

This Agreement, together with the NDA and the MSA, represents the entire agreement between the Parties with respect to the Solution and related subject matter and supersedes any previous or contemporaneous oral or written agreements and understandings.