



Terms and Conditions or Rules and Regulations of aklara contests (hereinafter referred to as "Terms and Conditions")

PLEASE READ THESE **TERMS AND CONDITIONS** CAREFULLY BEFORE USING THE **SITE** AND ITS PLATFORMS. BY USING OR ACCESSING THE **SITE** OR ENTERING INTO A SERVICE AGREEMENT WITH aklara, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE **TERMS AND CONDITIONS** AND THAT YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS.

aklara shall have the right to change, modify, amend, add, delete, remove, and set forth these **Terms and Conditions** by posting such changes, modifications, amendments, additions, deletions and/or new provisions on the **Site**. Modifications may be made with respect to both the conduct of tenders on the aklara tender **Platform**, also known as **Structured Market Events**, and the solicitation of quotations, receipt of quotations or issuance of purchase orders on the aklara quote **Platform**. Such changes shall be binding on each and every **Consumer** and/or **Customer**, as of twenty-four hours after their publication on the **Site**.

DEFINITIONS

Terms used with initial capital letters, regardless of whether they are referred to in the singular or plural and/or in the masculine or feminine, which are not defined herein, shall have the meanings attributed to them in the **Conditions of Use**, which **Consumers** declare that, prior to obtaining access to the aklara quote **Platform** and/or the aklara tender **Platform**, they have consulted, read and, if applicable, accepted on the **Site**.

aklara tender platform: The digital platform located on the **Site**, through which aklara offers and conducts the **Services** consisting of the design and execution of bids and/or auctions according to the specific needs of **Customers**, in a competitive, agile, and secure manner.

aklara contests: aklara's business division, which provides the **Services** offered and provided through the aklara tender **Platform** and the aklara quote **Platform**.

aklara quote Platform: The digital platform located on the **Site**, through which aklara offers the **Services** of using the aklara quote Platform itself in order to allow **Customers** to follow up on communication with their **Suppliers** and the **Quotations** they issue.

Bidder: The individual or legal entity that participates in the **EEM** or **SC**, competing through economic and/or service proposals. That is, any **Qualified Bidder**, **Winning Qualified Bidder** or **Potential Bidder**.

Competitive Event Guide and/or GEC: The document specifying, but not limited to, the technical characteristics of the **GEC Products and Services**, the delivery conditions, the form of payment and the terms and conditions of a specific **Electronic Auction Event**.

Complete Lot: The complete group of the same product or service line included in a **GEC**.

Conditions of Use: The conditions necessary to use the **Site**, as published under such title at www.aklara.com, including any additions and/or modifications thereto.

EEM and/or Structured Market Event: The set of activities from the preparation of the **Preliminary GEC** to the execution of an **Electronic Auction Event** including, but not limited to,

all phases of regional content analysis, transaction design, **Bidder** development, auctions, and value-added services.

Electronic Auction Event: Electronic Contests' Events conducted on the aklara tender **Platform** pursuant to which a **Customer** may purchase specific parts, materials and/or services from **Qualified Bidders**.

Final Competitive Event Guide and/or Final GEC: The final **Competitive Event Guide** to which the **Customer**, **Potential Bidders** and **Qualified Bidders** will be bound.

GEC Products and Services: The products and/or services identified in a **GEC**.

Hardship: Any situation that interferes with the **Prospective Bidder's** or **Qualified Bidder's** ability to participate in the platforms referenced herein and may result from, including without limitation, data errors or software problems.

Market Executive: Professional hired by aklara, specially assigned for the **EEMs** of the **Customer** of the aklara tender **Platform**.

Marketplace: Any online marketplace owned by aklara.

Open Auction: The initial state of an **Electronic Auction Event** during which bids are allowed to be received.

Paused Auction: The state of suspension of an **Electronic Auction Event** in which aklara will temporarily stop an **Open Auction** due to **Difficulties** in its execution.

Personnel: Partners, directors, officers, employees, representatives, intermediaries, agents, consultants and/or independent contractors of any **Person**.

Potential Bidder: Any **Bidder** of the **Products and Services GEC** and of the **Products and Services SC** that may be considered as a candidate for **Qualified Bidder**.

Preliminary Competitive Event Guide and/or Preliminary GEC: The draft **Competitive Event Guide** which is still in the development stage and may be subject to further modification.

Products and Services Offered: The products and/or services offered by the **Winning Qualified Bidders** to the **Customer**.

Purchase Order and/or PO: Action performed by the **Customer**, by which he/she confirms the intention to purchase through the aklara quote **Platform** and completes the transaction with the **Winning Qualified Bidder**.

Qualified Bidder: Any **Potential Bidder** approved by **Customer** to participate in an **Electronic Auction Event** or to submit a **Quote**.

Quotation: Document issued by the **Supplier** and/or **Potential Bidder** that responds to the **Request for Quotation** and submits its technical and economic proposal.

Request for Quotation and/or SC: Action by which the **Customer** issues a request to identify **Potential Bidders** in the **Marketplace**.

Reserve Price: The maximum price at which the **Customer**, as the case may be, is obliged to purchase from the **Winning Qualified Bidder** a **Complete Lot**, provided that such a price reflects market conditions.

Rules: The rules governing **EEM**, requests, quotations or purchase orders arising from aklara contests **Services**, published on the **Site**, including additions and/or modifications.

SC Products and Services: The products and/or services identified in a **SC**.

Supplier: The individual or legal entity that submits to the **EEM** or **SC**, issuing **quotations** for **GEC Products and Services** and/or **SC Products and Services**.

Term Sheet: The document containing the terms of the **EEM** accompanying a **Service Delivery Contract**.

Winning Qualified Bidder: The **Qualified Bidder** who wins the **Electronic Auction Event** or to whom one or more purchase orders are addressed.

Winning Qualified Bidder's Bid: The financial proposal offered by a **Qualified Bidder** that, in accordance with the rules of the **Electronic Auction Event**, allows the **Qualified Bidder** to be designated as the **Winning Qualified Bidder**.

RULES SPECIFICALLY APPLICABLE TO BIDDERS OR SUPPLIERS.

Bidders or Suppliers shall comply with the following **Rules**:

- a. Each **Bidder** shall carefully review each **GEC** or **Request for Quotation** related to the supply of the **Offered Products and Services**.
- b. **Potential Bidders** shall, as instructed, deliver to aklara the samples and/or technical proposals of the **GEC Products and Services** or **SC Products and Services**, which will be evaluated by the **Customer**. aklara shall inform the **Potential Bidders** of the results of the evaluation of such samples and technical proposals.
- c. **Potential Bidders** that have qualified as **Qualified Bidders** will be invited to participate in the **Electronic Auction Event** corresponding to the **EEM in question** and must comply with the terms of the **Final GEC**.
- d. Only bids covering **Complete Lots** will be accepted. Bids will not be accepted for partial lots, unless so specified in the **GEC**.
- e. In an **EEM**, the **Qualified Bidders** shall submit bids only through the auction mechanism established by aklara, except in those exceptional cases expressly determined by aklara.
- f. All bids transmitted by a **Qualified Bidder** through aklara shall be deemed and shall constitute firm and irrevocable bids to sell the **GEC Products and Services** or **SC Products and Services** to **Customer**, as provided in the **Final GEC**, the **Electronic Auction Event**, or the **SC**. The **Qualified Bidder** may not withdraw bids.
- g. **Bidders** must immediately notify aklara if they experience **Hardship** on any of the platforms referred to herein, either during the **EEM**, including **Electronic Auction Events**, or at the time of submitting a **Quotation**. During an **Electronic Auction Event**, a **Qualified Bidder** shall notify aklara of any **Hardship** within five minutes after a **Complete Lot** is placed as a **Paused Auction**. If aklara determines, in its sole discretion, that a **Qualified Bidder** was placed at a disadvantage because of a **Hardship**, aklara will make all reasonable efforts to correct the problem and the **Qualified Bidder** will be entitled to return to the **Open Auction**.

- h. In addition to any other legal action available to aklara, aklara may exclude a **Bidder** from participating in any **EEM**, any **SC** or from using the **Site** in the event of a breach by the **Bidder** of any provision of the **Conditions of Use**, these **Terms and Conditions**, the **Final GEC** and the **SC** or for any other conduct unacceptable to aklara.

RULES APPLICABLE SPECIFICALLY TO THE CUSTOMER.

Customers must comply with the following **Rules**:

- a. Upon aklara's request, **Customer** shall provide in a timely manner the information necessary for the provision of the **Services** on the platforms referred to herein. **Customer** represents, affirms and agrees that all information provided by Customer shall be current, complete, accurate and duly acquired by **Customer**.
- b. aklara and **Customer** shall agree on a schedule of activities for the conduct of the **EEM**, including the time and date for each **Electronic Auction Event**. **Customer** shall inform aklara, in writing, of its desire to schedule an **EEM** as soon as it can be performed, at least fifteen business days prior to the date of the first activity of such **EEM**.
- c. **Customer** is obliged to cooperate with aklara to structure, prepare and conduct an **EEM** and to prepare the **Preliminary GEC** based on the **Customer's** Information.
- d. **Once the Preliminary GEC** has been prepared, it must be approved by the **Customer** in writing. Once the **Preliminary GEC** has been approved by the **Customer** and, subject to the Customer's written instructions, the **Market Executive** will publish the **Preliminary GEC** on the **Site**.
- e. After a question-and-answer period with respect to the **Preliminary GEC**, on the terms of the **Preliminary GEC** and, once **Customer** has given aklara written instructions, aklara will post on the **Site** the **Final GEC** approved by **Customer**. **Customer** agrees to comply with the terms of such **Final GEC**.
- f. aklara shall promptly deliver to **Customer** all samples and technical proposals for **GEC Products and Services** received from any **Potential Bidder**. **Customer** shall evaluate both samples, where applicable, and technical proposals and inform aklara, in writing, of the results of such evaluation.
- g. Prior to the commencement of any **Electronic Auction Event**, the **Customer** shall state in writing to aklara which **Potential Bidder(s)** qualify(s) as **Qualified Bidder(s)**. aklara will notify the result of the evaluation to the **Potential Bidder(s)** and will invite via email the **Qualified Bidders** to participate in the **Electronic Auction Event** corresponding to the relevant **EEM** to be executed at the **Site**.
- h. The **Customer**, as the case may be, shall respect the conformation of the **Full Lots** described in the **Final GEC** and shall enter into purchase and sale contracts for **Full Lots** with the **Winning Qualified Bidder(s)** if the price offered to the **Customer** is equal to or less than the **Reserve Price**.
- i. The **Customer** may not conduct, on its own account, any negotiation outside the mechanism of the **Electronic Auction Event**, except to clarify with the **Winning Qualified Bidder** the final details that are reserved until after the **Electronic Auction Event**.
- j. If aklara is in breach of its obligations hereunder and a **Customer** expresses dissatisfaction with an **EEM** that does not result in a **Winning Qualified Bidder**, the **Customer** shall have

the right to request aklara to conduct the **EEM** again to remedy the deficiency who, in turn, will determine the feasibility.

RULES APPLICABLE TO CUSTOMERS, BIDDERS AND/OR SUPPLIERS.

Customers, Bidders and/or Suppliers shall comply with the following **Rules**:

- a. aklara agrees to provide **Customer** and **Bidders** with the non-exclusive right to access the **Site** and/or the **Marketplace** in accordance with these **Terms and Conditions** and the **Conditions of Use** of the **Site**. aklara will conduct the **EEM** for the benefit of **Customer** for the purpose of supporting **Customer** in its efforts to procure **GEC Products and Services** through the aklara tender **Platform**. It will also provide the aklara quote **Platform** to enable **Customer** to post **Requests for Quotations**, follow up on the **Quotations** received and issue **Purchase Orders**.
- b. aklara reserves the right to adopt or conduct all measures, procedures, decisions and/or actions it deems appropriate for the operation of the **Marketplace**, which shall be final and binding on the **Customer**, the **Bidders**, and any other **Consumers**, if applicable. aklara may advance, suspend, delay, stop, cancel, or postpone the **Electronic Auction Event** for any justified cause, at any time and without prior notice. Good cause shall include but is not limited to: (i) **Customer's** breach of these **Rules** for the **EEM** or the **SC**, the service agreement, the license agreement or the **Site Conditions of Use**; (ii) a **Bidder's** breach of these **Rules** for the **EEM**, the **SC** or the **Site Conditions of Use**; or (iii) any conduct by **Customer** or any **Bidder** that is deemed unacceptable by aklara. aklara shall not be liable for technical failures attributable to third parties during the execution of the Auction.
- c. The parties shall prohibit any unethical behavior and shall notify aklara of any illegal, inappropriate, or detrimental practices to the proper operation of the **Market** that come to their attention.
- d. It is expressly agreed by each **Consumer** and/or **Customer** that upon designation of a **Qualified Bidder** as a **Qualified Winning Bidder** and notification of such designation, a binding agreement is created between the **Customer** and the **Qualified Winning Bidder** for the purchase and sale of **GEC Products and Services** or **SC Products and Services** in accordance with the terms of the **Qualified Winning Bid**. The **Qualified Winning Bidder** and the **Customer** agree to enter into written contracts confirming such agreement as soon as possible after the appointment of the **Qualified Winning Bidder**. In the case of **SC Products and Services**, the creation of the binding agreement shall be made through the issuance of the **Purchase Order** placed by the **Customer** on the aklara quote **Platform**.
- e. When required by the **Customer**, aklara will not disclose the identity of the **Bidders** during the stages of an **EEM**. However, in all cases, in order to maintain the private identity of the **Qualified Bidders** during the **Electronic Auction Event**, aklara shall assign a private identification code to each **Qualified Bidder**.
- f. These **Terms and Conditions** are binding on all **Customers and/or Consumers** with respect to all **EEM** conducted by aklara, in which the **Bidder** may participate, as well as in the publication of **SC** made by the **Customer** through the aklara quote **Platform**.

GENERAL

Disclosure. aklara's compliance with these **Terms and Conditions** is subject to existing laws and legal process and nothing herein shall waive aklara's right to comply with requests or requirements of governments, authorities or courts relating to **Customer's** and/or **Consumer's** use of the **Site** and/or the **Services** or information provided to or collected by aklara with respect to such use. aklara reserves the right to disclose personal information about the **Customer** and/or **Consumer** or the **Customer's** and/or **Consumer's** use of the **Site** and/or the **Services**, including its content, without prior permission from the **Customer** and/or **Consumer** if aklara believes in good faith that such action is necessary to: (1) comply with legal requirements or legal process; (2) protect and defend aklara's rights or property; (3) enforce these **Terms and Conditions** and/or any other valid and existing agreement between the user and aklara; or (4) protect the interests of its **Customer** and/or **Consumer** and/or other **Persons**.

Indemnification. **Customer** and/or **Consumer**, on behalf of itself and its **Personnel**, agrees to indemnify and hold aklara and its respective **Personnel** harmless from and against any and all claims, demands, liabilities, damages or losses of any kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, including reasonable attorneys' fees, asserted by any third party arising out of **Customer's** and/or **Consumer's** use, misuse, conduct, breach, default, infringement or violation of: (i) of these **Terms and Conditions**; (ii) of the **Site Conditions of Use**; (iii) of any other valid and existing agreement between **Customer** and/or **Consumer** and aklara; (iv) with respect to the **Site** and/or the **Services**; and/or (v) with respect to an auction, **EEM** and/or the actual purchase and sale transaction.

Independent Contractor. **Customer** and/or **Consumer** agree that aklara is an independent contractor and that no joint venture, partnership, employment or agency relationship exists between it and aklara as a result of: (i) these **Terms and Conditions**; (ii) the **Site Conditions of Use**; (iii) any other valid and existing agreement between **Customer** and/or **Consumer** and aklara, or (iv) **Customer's** and/or **Consumer's** use of the **Site** and/or **Services**.

Responsibility for the Transaction. aklara, as an independent contractor, will collaborate with the **Customer** (according to the needs set forth in the contract, if any) and the **Bidders**, during the issuance of the **SC** and during each stage of the **EEM**, in accordance with the rules adopted pursuant hereto. It is understood and agreed for the **Customer** and the other **Customers** and/or **Consumers** that aklara shall not be liable or provide any warranties with respect to the actual purchase and sale transaction and/or the **Offered Products and Services** and that aklara shall not be a party to the actual purchase and sale contract, shall not deliver the **Offered Products and Services**, and shall not be liable for the **Offered Products and Services**.

Rules. aklara has adopted rules for **EEM**, **SCs**, use of the **Site** and **Services**. Such rules shall constitute a binding agreement for all **Customers** and/or **Consumers** and aklara.

Taxes. Each of the parties shall be responsible before the competent federal, state, or municipal authorities for the payment of all taxes and the fulfillment of all tax obligations that it is required to pay or comply with. It is understood and agreed for the **Customers** and/or **Consumers** that aklara shall not be responsible for the calculation, reporting or payment of taxes of any kind levied on the transactions between the **Customer** and the **Qualified Winning Bidders**.

VAT. Commissions, fees or expenses paid to aklara do not include value added, sales, use, or similar taxes or levies and the payor of such amounts shall pay, and aklara may collect such taxes or levies if required by law.

NOTIFICATIONS.

Unless expressly stated otherwise, all notices to the **Customer** and/or **Consumer** may be made by posting on the **Site** and shall be valid and deemed received when posted, or may be made by electronic, digital or courier means, in which case they shall be effective when received by the **Customer** and/or **Consumer**. Notifications addressed to aklara must be made to the following e-mail address mmm@aklara.com (Master Market Maker).

Last update: January 30th, 2024.