

## **Terms of Use for the JTI Supplier Life Cycle Management Platform**

### **1. Preamble**

- 1.1 JT International SA, rue Kazem-Radjavi 8, 1202 Geneva, Switzerland (“**JTISA**”) operates a Supplier Life Cycle Management Platform (the “**Platform**”) for JTISA and the JTI group of companies (collectively “**JTI**”) under the domain <https://slc.jti.com/maintenance>.
- 1.2 The Platform is a central application management tool for allowing JTI suppliers to self-register in order for each JTI purchasing team to evaluate suppliers, certify them, and manage the life cycle of their products and services provided to JTI.

### **2. Registration and Certification**

- 2.1 Inclusion in the database of the Platform requires prior registration.
- 2.2 Registration is carried out using an online form made available on the Platform.
- 2.3 JTI will provide the Supplier with an individual password in order to gain access to the Platform. The password must be kept confidential. If the password is lost or becomes known to a third party, JTI must be informed without delay. In such case, the supplier shall be liable for any damage that may result from this.
- 2.4 The supplier shall enter the company master data in full and truthfully in this online form. Should the supplier not have access to the internet, JTI is authorized to register and maintain company master data on behalf of the supplier.
- 2.5 After registration, JTI shall decide unilaterally whether to certify the supplier and include the supplier’s data in the Platform’s database.
- 2.6 The supplier must ensure that the person providing the information for registration and certification is (i) the rightful representative of the company with signature right or otherwise duly authorized to register and certify; and (ii) fully authorized to use such profile, in particular to upload and publish information on behalf of such company or third party individual.
- 2.7 If circumstances occur that require an amendment of the supplied information, the supplier shall amend the supplied information as soon as is reasonably possible. The supplier shall ensure that supporting documents and certificates that were submitted are always current and valid. Only suppliers whose data are complete and valid will be considered to provide services/product to JTI.

### **3. Data Use and Protection**

- 3.1 JTI shall have the right to make all data stored in the portal available to its subsidiaries during the period in which the Platform is used by the supplier.

3.2 JTI shall otherwise handle confidential information of the supplier, e.g. information that involves business secrets, or information which is subject to data protection or relevant for competition, with the greatest care.

3.3 The use of the Platform is governed by the MySupplier Privacy Policy.

#### **4. Blocking, exclusion, deletion and termination**

4.1 JTI shall be entitled at any time and in particular in case of improper use of the Platform to block a supplier's access and/or use of the Platform. In addition, JTI reserves the right at its sole discretion to exclude a supplier, and to delete a registration and inclusion.

4.2 JTI shall inform within reasonable time any supplier blocked, excluded, deleted or terminated.

4.3 JTI shall decide unilaterally whether a supplier that was blocked, excluded and/or deleted is re-instated to the Platform.

4.4 Suppliers may terminate their participation in the Platform at any time and without giving reasons by means of a unilateral written notification to the concerned JTI purchasing department.

#### **5. Liability**

5.1 To the fullest extent permitted by applicable law, JTI does not assume any liability for the availability or the operability of the Platform as well as for the correctness, completeness and current status of information obtained by suppliers through the Platform or directly from JTI.

5.2 To the fullest extent permitted by applicable law, JTI waives all liability for any direct, indirect, consequential or special losses or damages of any kind whatsoever, arising from, or in connection with, the access and use of the Platform, or any reliance on any information and/or content provided on or otherwise in connection with the Platform. This waiver shall without limitation apply as well to downloading data and any damage to the supplier's software and hardware that this may cause.

#### **6. Amendment of the Terms of Use**

6.1 JTI shall have the right to amend the present Terms of Use at any time. JTI shall notify a corresponding amendment explicitly to suppliers on the Platform.

6.2 The continued use of the Platform by a supplier after an amendment of the Terms of Use, leads to an assumption that the supplier agrees to be bound by the amendment.

## **7. Concluding provisions**

- 7.1 If one or more provisions of the Terms of Use is or becomes invalid, this shall not affect the validity of the remaining provisions. In such an event, the invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, insofar as the invalid provision shall be replaced by a valid provision reflecting to the greatest extent possible the intent of the original provision.
- 7.2 For any questions regarding the Platform or the Terms of Use please contact your contact within JTI purchasing department.
- 7.3 These Terms of Use are construed in accordance with, and shall be governed by the substantive laws of Switzerland, without regards to principles of conflicts of laws thereof. The venue for any claims or disputes, arising out of or in connection with the Terms of Use shall be Geneva, Switzerland subject to an appeal to the Swiss Supreme Court.